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The Solicitors' Journal and Reporter.

LONDON, MAY 20, 1899.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE REGRET that we failed in our remarks on the clause in the Small Houses (Acquisition of Ownership) Bill to render honour to whom honour is due. We said that the Leeds Law Society had already taken up the matter, and quoted a resolution which had been supplied to us. The fact is (as our correspondent, Mr. KENION, explains in another column) that the initiative in the matter was taken by the Liverpool Law Society, who put the Incorporated Law Society and the provincial law societies in motion to prevent the clause from becoming law.

THE OPPOSITION to the strange clause 24 of the London Government Bill, to which we drew attention a fortnight ago, and which proposed to provide that "The council of any metropolitan borough may appear before any court or in any legal proceedings by the town clerk, or by any officer or member authorized generally or in respect of any special proceeding by resolution of the council, and the town clerk, or any officer or member so authorized, may institute and carry on and conduct any proceeding which the borough councils are authorized to institute or carry on," has proved successful, and the clause was absolutely withdrawn on Monday last. We may perhaps be permitted to point out, for the benefit of all concerned, that the result of the proceedings should act as a lesson to go in boldly for the elimination of clauses which are objected to on the ground that they are either an attack on the rights of the profession or a breach of faith, and not to feebly attempt a compromise. The hankering after a compromise is not only fatal to the assertion by the profession of its rights, but is in the nature of a stigma on the Government, for it implies that, however clear may be the infraction of such rights or of an undertaking, the Government officials have not sufficient sense of honour and fairness to admit that they are in the wrong.

THERE IS nothing in the law of England to forbid a man from assuming any name he pleases, provided there be no intent by so doing to defraud. When Lord JAMES's Money Lending Bill becomes law, it will probably become unlawful for a moneylender to carry on his business under any name other than his own. But until that time comes, a man may trade under any name that suits him, and may carry on distinct businesses under different names. This may sometimes be done for reasons by no means praiseworthy, but on the other hand it is often done in the most honourable and open manner. For example, A., who carries on a business in his own name, may buy the goodwill of B., who carries on a similar business in another place, and may continue the business he has bought in its old trade name. This principle was judicially recognized this week by the judges of a Divisional Court in the case of *Cameron* v. *Tyler*. Under section 21 of the Weights and Measures Act, 1889, it is an offence to deliver more than two hundredweight of coal without delivering to the buyer before the coal is unloaded a ticket containing, *inter alia*, the names of the seller and buyer. The appellant in this case carried on the business of a coal merchant in his own name. He also carried on business separately in the name of the Co-operative Coal Co. A quantity of coal was ordered from one of his places of business carried on under the latter style, and a ticket was duly delivered fulfilling all the statutory requirements, but giving the name of the seller as

"The Co-operative Coal Co." He was subsequently prosecuted under the Act on the ground that the ticket did not contain the real name of the seller, and was convicted subject to a case stated. The conviction was quashed, and the court held that a person may adopt any name he pleases with which to trade, and that he is justified in describing himself by his trade name for the purposes of the Weights and Measures Act or otherwise. It must be remembered, however, that there does exist some restriction upon the use of a trade name. For although by R. S. C., ord. 48*a*, two or more persons carrying on business in partnership under a firm name may either sue or be sued in that name, and also any person carrying on business in a name other than his own may be sued in that name, it has been held that one person carrying on business in a name which is not his own cannot sue in his trade name (*Mason* v. *Mogridge*, 8 Times L. R. 805).

In the correspondence, printed elsewhere, which has passed between Messrs. Howe & Rake and the Land Transfer Office, attention is called to the difficulties which may beset a mortgagee where, subsequently to the mortgage, the mortgaged premises are placed upon the register. The possibility of the existence of a mortgagee with a title paramount to the registered title is recognized by rule 101 of the Land Transfer Rules, and provision is made for the exercise by the mortgagee of his power of sale. Apart from the register, the mortgagee can, of course, exercise his power and convey the property without reference to the mortgagor. Should, however, the case above supposed have happened, and the land been placed upon the register, this free exercise of the power is at an end. Ordinarily rule 101 contemplates that the mortgagor will execute a transfer, and so place the purchaser on the register, but if he refuses, or his execution of a transfer cannot be obtained, or can only be obtained after undue delay or expense, the registrar is empowered, *on production of the land certificate*, and such evidence as he may deem sufficient, to make the necessary entry in the register. But this latter procedure seems to be of very little use to the mortgagee. If the mortgagor either will not concur or cannot be found, there will be small chance of the mortgagee being able to get hold of the land certificate and produce it to the registrar; and without such production the registrar is powerless to act. The requirement of rule 101 seems to be based on the provision of section 8 (1) of the Land Transfer Act, 1897, under which the land certificate is to be produced (*inter alia*) on every rectification of the register. But it may be doubted whether an entry made for the purpose of giving effect to a sale by a mortgagee is a rectification of the register within the meaning of the section. There is no mistaken entry to be rectified, but effect is given to a paramount disposition which cancels the previous entry. Whether, however, the requirement of rule 101 can be justified or not, the rule stands, and a mortgagee in the circumstances supposed must be prepared to meet the chance of his requiring a land certificate when he comes to exercise his power of sale. It seems that his proper course, as our correspondents suggest, will be to lodge a caution against registration of the land by the mortgagor. This he can do under section 60 of the Land Transfer Act, 1875 (and see rules 74 to 77). He will then be served with notice of any applications for registration, and should the registration be effected he will doubtless be able to arrange to obtain possession of the land certificate.

The case of *Reg.* v. *Birt*, which was brought to a conclusion a few days ago at the Old Bailey, was in many ways a somewhat remarkable case. The defendant was indicted in several counts, under those sections of the Larceny Act which are aimed at offences by directors and officers of companies, for falsifying the balance-sheets and books of the Millwall Dock Co. This was not, however, the common case of an officer of a company defrauding the public for his own profit; on the contrary, the defendant admittedly made no private gain, nor did he attempt to make any such gain by the acts charged against him. His whole aim seems to have been to advance the interests and prestige of the company of which he was for years the managing director. This being so, his counsel made a great effort to induce the jury to acquit him, on the grounds that, although he did falsify documents, he had no intention to defraud, such intention being of the essence of the offence. The judge, however, told the jury that if the defendant knowingly made false statements of account with the intent that those concerned should act upon such statements, they ought to infer an intent to defraud. It is doubtful whether this ruling is correct, and the judge undertook, if necessary, to state a case on the point for the opinion of the High Court. But the jury (apparently without guidance) found their own way to a verdict which seems to do substantial justice, while at the same time avoiding the legal difficulty. One of the counts in the indictment was framed on section 84 of the Larceny Act, which provides that "whosoever being a director, manager, or public officer of a public company, shall make, circulate, or publish any written statement or account which he shall know to be false in any material particular, with intent *to deceive or defraud* any member, shareholder, or creditor of the company, shall be guilty of a misdemeanour. It appears that only one of the counts followed these words and alleged an intent "to deceive and defraud," and the jury fixed on the word "deceive" as being appropriate to the occasion, and found the defendant guilty under this count of publishing false statements with intent to deceive shareholders. It is probable that this sharp distinction between an intention to deceive and an intention to defraud has seldom been drawn by juries in a charge of this nature. There is clearly a wide difference between the two intentions, and in this particular one the verdict of the jury seems to fit the admitted facts with singular accuracy. In fact, on the principle of "honour to whom honour is due," the jury are to be congratulated upon their acuteness and good sense.

The Court of Appeal last week, sitting to hear appeals under the Workmen's Compensation Act, after twice repeating their previous decisions that a ship in a dock is not itself a dock, had to deal with two cases of importance arising under the Act. In *Edwards* v. *Godfrey* a workman, engaged in employment to which the Act applies, had brought an action in a county court against his employers to recover damages under the Employers' Liability Act, 1880, in respect of an injury sustained by him in the course of his employment. The action failed on the ground that the workman was guilty of contributory negligence. He did not, at the time judgment was given against him, apply to the judge under section 1 (4) of the Act of 1897 to assess compensation under the Act of 1897, but he subsequently took separate proceedings to recover such compensation and obtained an award. This put him in a better position than if he had made an application on the conclusion of the trial under the Act of 1880, for in that case the judge could have deducted from the amount of the award the costs incurred by the employer in respect of the unsuccessful action against him. The court held that the course taken by the workman was not authorized by the Act of 1897. Were it not for section 1 (4), on the failure of the action under the Act of 1880 the matter would be *res judicata*: that section gives the workman a right to claim compensation under the Act of 1897, notwithstanding his failure to recover under the earlier Act, but this right must be exercised in the manner contemplated by the section—viz., immediately on the termination of the action under the Act of 1880, so that the judge may have the opportunity of exercising his discretion as to deducting the costs of that action from any sum awarded as compensation. This decision is justified not only by the language of the Act but by ordinary principles of fair play. In *Irons* v. *Davis & Timmins* (*Limited*) an award of 2s. 6d. per week for life had been made in favour of a lad who, although permanently injured in the course of his employment, had been taken back by his employers on his recovery at his old rate of wages. The difficulty was that although the present earnings of the workman continued the same as before the accident, his actual capacity for work was diminished, and there was a possibility that in going into the service of different

employers his earnings would be diminished by reason of the partial incapacity occasioned by the accident, and if no compensation was awarded to him now his case would not, in the case of such future diminution of earnings, fall within the power given by the first schedule to the Act of "ending, diminishing, or increasing" the work by payment by way of compensation. Justice between the parties was arrived at by altering the award (which was for 2s. 6d. per week) to one penny per week; this prevented the hardship to the employers of paying compensation to a workman whose wages were the same as before the accident, while it enabled a review of the compensation to be made if necessary at some future time.

In the case of *Horsey Estate (Limited)* v. *Steiger and Petrifite (Limited)*, the Court of Appeal (Lord Russell, C.J., A. L. Smith and Collins, L.JJ.) have affirmed the decision of Hawkins, J. (1898, 2 Q. B. 259), upon the construction of a proviso for re-entry on the winding up of a company, and have also settled other points of importance which do not appear to have been discussed at the trial. A lease made to an individual and to a limited company contained a proviso for re-entry "if the lessees shall become bankrupt, or enter into liquidation for the benefit of or compound with their creditors, or, being a company, shall enter into liquidation, whether compulsory or voluntary." In 1895 the original lessees, with the assent of the lessors, assigned to the defendants, who also were an individual and a limited company, and in 1897 the latter company—Petrifite (Limited)—went into voluntary liquidation, not by reason of any pecuniary embarrassment, but solely for the purpose of reconstruction. Under these circumstances it was urged on the part of Petrifite (Limited) that the proviso for re-entry had not arisen, since according to its true meaning it contemplated only a winding up, which was equivalent to a bankruptcy or to an arrangement with creditors. But Hawkins, J., was unable to read into the clear language of the proviso any such restriction, and the Court of Appeal have taken the same view. The contention of the defendant company, as Lord Russell, in delivering the judgment of the court, pointed out, required the introduction after "voluntary" of the words "in consequence of insolvency," and for this there was no justification. The lease made the right of re-entry depend upon the fact of winding up, and not upon the motive. But it was further urged that even if the proviso was to be construed literally yet it did not run with the land, and so was not enforceable against the defendants, who were only assignees of the lease. This argument, however, seems to be precluded by the analogy of the provisoes for re-entry on assigning without licence (where licence is required) or in the event of bankruptcy, which, it is well settled, do run with the land. The provisoes are inserted with a view to avoid the introduction of a new tenant against the will of the landlord, and this, it was said by Blackburn, J., in *Williams* v. *Earle* (L. R. 3 Q. B., p. 749), "is certainly very material as touching the interest of landlord and tenant, and touches and concerns the thing demised quite as directly as the many covenants that have been held to do so." In *Smith* v. *Gronow* (1891, 2 Q. B. 394), indeed, it was held that after assignment the proviso as to bankruptcy related only to the bankruptcy of the assignee and was not brought into operation by the bankruptcy of the original lessee. The same considerations seem to apply to a re-entry in the case of liquidation as in the case of bankruptcy, and the Court of Appeal held accordingly that the proviso in question ran with the land. It should be noticed that "assigns" were expressly included by the definition clause in the lease.

It being thus established in *Horsey Estate (Limited)* v. *Steiger and Petrifite (Limited)* that the voluntary winding up of the defendant company for the purpose of reconstruction had brought into operation the proviso for re-entry, the further questions raised on the appeal related to the notice necessary to be given by the lessors under section 14 of the Conveyancing Act, 1881, before proceeding to enforce the forfeiture. The case of forfeiture on "bankruptcy"—which by the effect of the definition clause (section 2 (xv.)) includes winding up—was at first excluded altogether from section 14 by sub-section 6, but a qualified restriction upon the right of re-entry was introduced by section 2, sub-section 2, of the Conveyancing Act, 1892. This is done by the somewhat clumsy method of placing an exclusion upon an exclusion. For a year from the bankruptcy sub-section 6 of section 14 is excluded, and, if the lessee's interest is sold within the year, it is excluded altogether. The result is that for a year at least the proviso for re-entry in the event of bankruptcy or winding up becomes subject to section 14, and the forfeiture cannot be enforced until notice has been served under sub-section 1 and a reasonable time allowed to the lessee to satisfy the lessor's demands or make reasonable compensation. Such a notice was served in the present instance, but it embraced a claim for forfeiture on the ground of non-repair as well as on the ground of winding up, and it was followed almost immediately by the commencement of proceedings. The notice was served on the 2nd of November and the writ in the action to enforce the forfeiture was served two days later. The claim in respect of non-repair was in fact untenable, but it was clearly a matter upon which the lessees could not decide within so short a time, even supposing that the period allowed was long enough for them to make terms with regard to the forfeiture on winding up. Since, therefore, the notice did not allow to the lessees a reasonable time to make satisfaction to the lessors the requirements of section 14 had not been complied with and the forfeiture was not enforceable. "The notice," said the Lord Chief Justice, "is intended to give to the person whose interest it is sought to forfeit the opportunity of considering his position before an action is brought against him."

COVENANTS IN RESTRAINT OF TRADE.

The courts have had frequent occasion of recent years to consider the validity of covenants in restraint of trade. The time-honoured authority of *Mitchel* v. *Reynolds* (1 P. Wms. 181) has given way to the broader view taken in *Nordenfelt* v. *Maxim Nordenfelt Co. (Limited)* (1894, A. C. 535), and the rule that a covenant unrestricted in point of space is void has been abrogated in favour of the principle that all covenants must be brought to the test whether they are reasonably required for the protection of the covenantee and are not opposed to the public interest. Having regard, indeed, to the changing circumstances of different times it is possible to say that there has been no change in principle and so to maintain the consistency of the law. A general restraint was formerly held to be void because no one imagined that it could be reasonable. "What does it signify," said Lord Macclesfield in *Mitchel* v. *Reynolds*, "to a tradesman in London what another does at Newcastle?" (see *per* Lord Macnaghten in the *Nordenfelt case* (1894, A. C., p. 504)). And in *Horner* v. *Graves* (7 Bing., p. 743) Tindal, C.J., stated reasonableness to be the ultimate test in all cases. Referring to Lord Macclesfield's *dictum* that "A restraint to carry on a trade throughout the kingdom must be void; a restraint to carry it on within a particular place is good," he said that these were rather instances and examples than limits of the application of the rule, "which can only be, at last, what is a reasonable restraint with reference to a particular case." In pursuance of this principle it was held, as is well known, in the *Nordenfelt case* that a covenant in restraint of trade unrestricted in point of space would be good, provided it was reasonably necessary for the protection of the covenantee, notwithstanding the apparent rigidity of the rule laid down in *Mitchel* v. *Reynolds* that such a covenant was necessarily void.

But the objection which was formerly felt to covenants unrestricted in point of space was not extended to covenants which were unrestricted in point of time, and hence no difficulty was felt in enforcing a covenant which debarred the covenantor for the whole of his life from carrying on trade within a limited area. The point was raised in *Hitchcock* v. *Coker* (7 A. & E. 438), where the plaintiff, who was a druggist, took the defendant into his service as an assistant upon the terms that he would not at any time thereafter carry on the business of a chemist and druggist in the town of Taunton, or within three miles thereof. In the King's

Bench it was held that the covenant was void. "In the absence of any authority," said Lord DENMAN, C.J., "establishing the validity of an agreement thus indefinite in point of time, and trying the reasonableness of it by the test above alluded to [*i.e.*, what was necessary for the protection of the party], we think that the restraint is larger that the necessary protection of the party in whose favour it is given requires, and that it is therefore oppressive and unreasonable." But this result was reversed in the Exchequer Chamber. One point made against the restriction was that it was not confined to the life of the covenantee, and hence would be binding on the covenantor after his rival in trade was dead. But on appeal it was considered that such a continuance of the obligation might be perfectly reasonable in order to secure to the estate of the covenantee the value of the goodwill of his business. "The goodwill of a trade," said TINDAL, C.J., "is a subject of value and price. It may be sold, bequeathed, or become assets in the hands of the personal representative of a trader. And if the restriction as to time is to be held to be illegal if extended beyond the period of the party by himself carrying on the trade, the value of the goodwill, considered in those various points of view, is altogether destroyed." Accordingly it was held that the agreement was not void merely on the ground of the restriction being indefinite as to duration, it being in other respects a reasonable restriction.

In the case of *Haynes* v. *Doman*, which has been decided by the Court of Appeal recently, an attempt was made to upset a similar restriction on the ground that in certain contingencies it would be unreasonable to enforce it, and that hence, being bad in part, it was bad altogether. The covenant was similar to that in *Hitchcock* v. *Coker*. An employer in taking an assistant into his service made him bind himself that he would not, during the service or after its determination, serve or deal with any person or firm carrying on the same business within a radius of twenty-five miles of the employer's works without the written sanction of the employer. In accordance with the rule established in *Hitchcock* v. *Coker* no objection could be taken to this restriction merely upon the ground of its being unlimited in point of time, but undoubtedly the reasonableness of the covenant in its actual application would depend upon the time when it was sought to apply it. It might not, for instance, be reasonable to apply it if the employment was determined within a very short period of its commencement, before the employee had had an opportunity of becoming acquainted with the employer's trade and customers, or after the lapse of many years from the determination of the employment when all chance of rivalry founded on the employment was at an end. But the Court of Appeal declined to interfere with the reasonable and ordinary application of the covenant on the ground of the inconvenience that might arise from its exceptional application. "If," said TINDAL, C.J., in *Rannie* v. *Irvine* (7 M. & Gr., p. 976), "the contract is a reasonable one at the time it is entered into, we are not bound to look out for extravagant and improbable contingencies in order to make it void." This *dictum* was quoted and adopted by LINDLEY, M.R., as disposing of the objections made to the covenant in the present case. The covenant, he observed, was reasonable in all the events which it could be supposed the parties contemplated, and it was not to be held void *in toto* because it might extend to unlikely events. It is still, therefore, the law that a covenant in restraint of trade is not objectionable merely upon the ground that it is unrestricted in point of time.

Mr. Ambrose, Q.C., was entertained at a complimentary dinner at the Grand Hotel, Charing-cross, on Saturday last, by some old friends at the bar, in celebration of his recent appointment as a Master in Lunacy. The Lord Chief Justice presided, and among those present were Lord Justice Collins, Mr. Justice Bruce, Mr. Justice Kennedy, Mr. Justice Ridley, Judge Edge, Judge Jones, and Judge Addison, Q.C.

Mr. Justice Mathew has fixed the following commission days for the Summer Assizes on the South-Eastern Circuit: Huntingdon, Wednesday, May 31; Cambridge, Friday, June 2; Bury, Thursday, June 8; Norwich, Tuesday, June 13; Chelmsford, Tuesday, June 20; Hertford, Tuesday, June 27; Lewes, Saturday, July 1; Maidstone, Monday, July 10; Guildford, Wednesday, July 19. It will be seen that under the new arrangements recently made by the judges, the Home Circuit, consisting of Maidstone and Guildford, is now joined on to the South-Eastern Circuit.

THE JUDGES' MENTOR.

MR. RICHARD HARRIS has a pretty wit, not unmixed with irony. In his æsthetically turned-out *brochure* entitled "Her Majesty's Judges and their Relation to Advocacy,"* he poses as the inductive philosopher propounding an outline of principles of judicial conduct as the result of observation and experience. It must be no small comfort to a novice in philosophy to find that he is in general agreement with the first of the modern inductive philosophers, "the broad-browed VERULAM," whose aphorisms he quotes with a certain *naiveté* in support of his own propositions. Mr. HARRIS's method is, however, a pepper-and-salt mixture of the Baconian and Socratic. He builds up his induction of the ideal judge by the algebraic sum of all the positive virtues which are *always* to be found on the bench, and all the negative vices and foibles which are *never* to be found there. But he leaves a very strong flavour of an impression that if pressed with the Gilbertian query "What, never?" he would be constrained with reluctance to give the Gilbertian answer "Well, hardly ever." Indeed, these vividly-described vices and foibles which are "hardly ever" to be found will strike the reader (who has not read the preface) as a series of Platonic Idols of the Cave, or shadows thrown by individual judges "in the dark with the light behind them." But a timely turn to the preface will reassure him. They are not Portaits, but Principles: so let us call them Principles.

Still we think we can by an effort of memory recall a Principle, whose method of conducting a judicial investigation was to begin by asking the defendant what his case was, and then ask the plaintiff what he had to say to that. We have certainly heard too many Principles indulge in the questions "Why was not this case tried in Cornwall or in the county court?" or "Why should not this case be referred to arbitration"; and other questions betraying an impatient desire to be quit of an unexciting piece of litigation. We have known a Principle who was apt to usurp the functions of counsel on both sides and of the jury, to cross-examine all the witnesses, and to tell the jury what the facts were and what their verdict must be. We have seen the Principles, Pomposity, Impatience, Conscience, and Suspicion, and watched all their devious ways, which Mr. HARRIS has never—well, hardly ever—had the opportunity of observing. All these we know in principle and practice; but we are indebted to the author for a vastly humorous description of a novel character, called "The Mounter," an expert witness of a strange sort, called to bamboozle a judge known to have a *penchant* for respectable and wealthy defendants. The story cannot be condensed; and it is too funny to quote in fragments. It will be found at pp. 27-34. But whether all these are principles or portraits, Mr. HARRIS has not gone astray in his outline of what a good judge should be. It is not indeed easy, at this time of day, to go astray in the ideal. It may be developed inductively, picturesquely, or didactically; but it can never be put more tersely than in the old words, "Swift to hear, slow to speak, slow to wrath." Each man has his own picture of the way in which this should be translated into practice; and Mr. HARRIS's picture is, as nearly as may be, a compound of Lord Justice LUSH, Lord BOWEN, Mr. Justice CHARLES, and Mr. Justice WILLS; and we have no fault to find with it.

As an after-thought, the writer has added a postcript on the subject of Constructive Murder; which he denounces as an outrageous judge-made accretion to the common and statutory law; and requiring no legislation to abolish. He commends Mr. Justice DARLING's recent directions to the grand jury with the words: "If one judge may make law affecting human life, why may not another repeal it?" and he relies on "common-sense" and a "free press" to back this view. This is a strange appendix to the rest of the volume, and may leave room to doubt whether Mr. HARRIS has altogether realized his own ideal.

We do not know for what public the book is intended: the author is, so far as appears from the title-page, his own publisher, and the get-up is magnificent. It would be of very great service as a juryman's *vade mecum*, and we wish it could circulate largely among that class, but the common juryman is hardly likely to hear of it.

* Her Majesty's Judges and their Relation to Advocacy. By Richard Harris, Q.C., a Bencher of the Middle Temple. Waterlow Bros. & Layton (Limited).

REVIEWS.

BOOKS RECEIVED.

The Benefices Act and Ecclesiastical Proceedings under the Act and under the Clergy Discipline Acts; the Church Courts, their Constitution and Jurisdiction; and the Law relating to Faculties, &c. By HAROLD HARDY, B.A., Barrister-at-Law. Jordan & Sons (Limited).

The Contract of Affreightment as expressed in Charter-parties and Bills of Lading. By T. E. SCRUTTON, M.A., LL.B., Barrister-at-Law. Fourth Edition. William Clowes & Sons (Limited).

The Law of Cabs in London (including Motor Cabs), with Appendices containing Police Notices, the Asquith Award, and the Text of the Statutes, arranged both as a Legal Treatise and a Popular Handbook. By HERMAN COHEN, Barrister-at-Law. Jordan & Sons (Limited).

CORRESPONDENCE.

THE SMALL HOUSES (ACQUISITION OF OWNERSHIP) BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your remarks upon the extraordinary clause (7 (1)) which appears in this Bill, you would seem to attribute the credit of its discovery, and the subsequent energetic action that has been taken consequent thereon, to the Leeds Law Society.

I am sure our Yorkshire friends will desire that "honour should be given where honour is due," and will agree with me that this honour belongs to the committee of the Liverpool Incorporated Law Society, who were the first to perceive the far-reaching consequences of the clause, and to put the Incorporated Law Society of the United Kingdom and the other provincial law societies (Leeds included) in motion to prevent its becoming law.

I may add that I am not a member of the committee.—Yours faithfully, JOHN H. KENION.

Union Chambers, 14, North John-street, Liverpool,
May 11, 1899.

LAND TAX.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Land tax was redeemed or purchased in 1822 by trustees for the benefit of a certain charity. The same has always been paid up to the present time, but recently a tenant has refused to pay (although in his lease he covenants to pay all land tax, rates, taxes, &c.) on the ground that if it was redeemed in 1822 there was an end of the matter, and the trustees cannot therefore make it a charge. But it is contended by the trustees that it was purchased as an investment, and I presume that if it was only purchased and not redeemed it can still be claimed.

Is this so? and to what authority should I write to find out whether the same has been redeemed or not? And I presume that it makes all the difference whether the same was redeemed or only purchased as an investment? C.

[The case seems to be met by the Land Tax Redemption Act, 1802 (42 Geo. 3, c. 116), s. 126, under which when land tax has been redeemed by the landowner, and a lessee at a rack-rent agrees to pay the tax during the continuance of the demise, the amount of the tax is to be considered as rent reserved, and is recoverable as such.—ED. *S.J.*]

MORTGAGEES AND THE LAND TRANSFER ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Enclosed is copy of correspondence which has lately passed between ourselves and the Assistant Registrar of the Land Registry. If it appears to you to be of general interest, you may consider it worthy of publication in your journal.

The letter of the 10th inst. makes no comment on the case of a mortgagor himself registering.

The question as to whether a mortgagee ought to protect himself by caution against another person registering without his knowledge is of vast importance, affecting as it now does a considerable portion of London, and as it will, in the near future, the whole of London, and later, possibly, the whole country.

Assuming a mortgagee to have cautioned, on his receiving a notice, in accordance with his caution, it would have to be decided what should be done. To obtain possession (if possible) of the land certificate would appear to be sufficient, but if that could not be done we cannot, at present, determine what his proper course would be.

It seems to us an unnecessary hardship that, on a sale by a mortgagee under his power of sale, a land certificate which belongs to a person in the position of mortgagor should be required to be produced.

If you or some of your numerous readers would enlighten us as to what they are doing in the matter, we should be glad.

22, Chancery-lane, London, May 11. HOWE & RAKE.

The following is the correspondence referred to by our correspondents:

22, Chancery-lane, London,
4th May, 1899.

C. Fortescue Brickdale, Esq., the Registrar,
The Land Registry (London District), Portugal-street, W.C.

Sir,—Our knowledge of the practice under the recent Land Transfer Act being limited, we should be extremely obliged if you would kindly inform us whether, in the event of a sale under a mortgagee's power of sale (the mortgage being created previously to registration, be the latter absolute, qualified, or possessory), the mortgagee and his purchaser can, without extra expense and trouble, effectually sell and purchase respectively, *without production* of the land certificate.

Our reason for the inquiry is that, should your reply be in the negative, it appears to us it would be advisable for such a mortgagee to lodge a caution against registration.—Your obedient servants,

HOWE & RAKE.

34, Lincoln's-inn-fields, London, W.C.
5th May, 1899.

Sir,—In reply to your letter of yesterday's date, I beg to say the purchaser of registered land under a power of sale contained in a mortgage prior to registration has to apply under rule 101, which requires the land certificate to be produced. If it has been lost or destroyed section 8, sub-section 3, of the Act of 1897 prescribes the formalities to be observed before a new one can be granted.

Under these circumstances it is obviously important for the mortgagee to obtain the land certificate when the land is registered. If he holds the title-deeds, he may rely on receiving notice of the registration of the land, as land is not registered (even with possessory title) without production of the last document of title—see section 72 of the '75 Act. Where there are no title-deeds the mortgagee would probably be well advised to register a caution.—Faithfully yours, C. F. BRICKDALE, Assistant Registrar.

Messrs. Howe & Rake, 22, Chancery-lane.

22, Chancery-lane, London,
9th May, 1899.

C. Fortescue Brickdale, Esq., Assistant Registrar,
Land Registry (London District), Lincoln's-inn-fields, W.C.

Sir,—We are obliged for your letter of the 5th inst., and have carefully followed the references therein.

Taking the case of land, at present unregistered, mortgaged by A. to B., it seems to us that A., under rule 17 (*b*), could, on making the necessary declaration, register with a possessory title; as could also C., a conveyee or assignee of A.'s interest, on making the declaration and producing his conveyance or assignment.

If our view is correct, we cannot follow how his holding the title-deeds protects a mortgagee against another person registering. We should esteem it a favour if you would kindly inform us where we are at fault.

In either case as above, it appears the land certificate *would have to be produced* on a sale of the property under B.'s power of sale, unless it could be proved same had been lost or destroyed and an application were made under section 8, sub-section 3, of the 1897 Act; but, of course, A. would give no assistance, and B. would be in the dark.—Yours faithfully, HOWE & RAKE.

34, Lincoln's-inn-fields, London,
10th May, 1899.

Gentlemen,—In reply to your letter of yesterday, I would say that my letter of the 5th was contemplating ordinary circumstances. Of course a mortgagee's action must be modified by various considerations, personal and other. Generally speaking, a mortgagee who holds the title-deeds would know of any dealing with his mortgagor's interest by the reference to the title-deeds that the purchaser would have to make, and by the inquiries as to the state of the mortgage debt which would also be made of him. He would then take measures to prevent registration, or to secure the delivery to him of the land certificate.

These observations, and those in my former letter, you will kindly accept as merely written for your consideration, and not as in any way taking the responsibility of advice—for which I must refer you to your own advisers.—Yours faithfully,

C. F. BRICKDALE, Assistant Registrar.

Messrs. Howe & Rake, 22, Chancery-lane.

The *Daily Mail* says that it has been decided that there shall be two lifts erected at the Royal Courts of Justice, one of which will be situated in the east block of the building with an entrance from Bell-yard, while the other will be placed in the west block, the entrance fronting the Law Courts-garden, at the upper or Carey-street end.

CASES OF THE WEEK.

Court of Appeal.

EDWARDS *v.* GODFREY. No. 1. 13th May.

MASTER AND SERVANT—ACCIDENTAL INJURY TO WORKMAN—DISMISSAL OF ACTION UNDER EMPLOYERS' LIABILITY ACT, 1880—SUBSEQUENT PROCEEDINGS UNDER WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37).

This was an appeal from an award of the judge of the Wandsworth County Court under the Workmen's Compensation Act, 1897. The respondent was a workman in the employment of the appellant, and on the 12th of September, 1898, he was injured by an accident arising out of and in the course of his employment. He brought an action in the Wandsworth County Court against the appellant to recover damages under the Employers' Liability Act of 1880, when the jury found that the respondent had been guilty of contributory negligence, and judgment was entered for the appellant. The respondent subsequently took proceedings to recover compensation from the appellant under the Workmen's Compensation Act, 1897, and on the hearing before the judge of the Wandsworth County Court an award of 11s. a week was made in favour of the respondent. The appellant appealed to the Court of Appeal, contending that proceedings for compensation under the Act of 1897 could not be taken after the respondent had failed in an action under the Employers' Liability Act, 1880.

THE COURT (A. L. SMITH, VAUGHAN WILLIAMS, and ROMER, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said that when the action under the Employers' Liability Act, 1880, was disposed of, that would in ordinary circumstances have been an end of the matter, and in any subsequent proceedings for the same cause of action the employer could have pleaded *res judicata*. Subsequently the workman took proceedings for compensation under the Workmen's Compensation Act, 1897, and an award was made in his favour of 11s. a week. The question whether he could take those proceedings depended upon section 1, sub-section 1 (*b*), and sub-section 4 of the Act of 1897. By section 1, sub-section 1 (*b*), the workman had the option in the circumstances there mentioned of proceeding under the Employers' Liability Act, 1880, or under the Act of 1897. He exercised that option and was defeated, and apart from sub-section 4 the matter would have been *res judicata*. But sub-section 4 gave him an advantage when he had failed in an action against his employer independently of the Act of 1897, by allowing the court which had seisin of the action, if requested by the workman, to assess compensation under the Act of 1897. While giving the workman that benefit the sub-section gave the employer a benefit also, because it gave the court jurisdiction to deduct from the compensation awarded the costs incurred by reason of the workman having wrongly sued his employer. If the above were not the true construction of the Act the result would be that a workman who had failed in an action under the Employers' Liability Act, 1880, would never apply for compensation under sub-section 4, but would always take fresh proceedings under the Act of 1897, when there would be no power to deal with the costs of the action that failed.

VAUGHAN WILLIAMS and ROMER, L.JJ., concurred.—COUNSEL, *Frank Gover; Colam.* SOLICITORS, *E. J. H. Carter; G. Aplin Nichols.*

[Reported by W. F. BARRY, Barrister-at-Law.]

***Re* AN ARBITRATION.—BARING-GOULD *v.* SHARPINGTON COMBINED PICK AND SHOVEL SYNDICATE.** No. 2. 11th, 13th, and 15th May.

ARBITRATION—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), SCHEDULE I. (c) —ARBITRATORS "CALLED ON TO ACT"—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 162—"AGREEMENT."

This was an appeal against a decision of Stirling, J. In 1897 the defendant company resolved upon a voluntary winding up, and the liquidator was authorized under section 161 of the Companies Act, 1862, to enter into a contract for sale of the assets of the company to a new company. A dispute arose between the plaintiff Baring-Gould and the liquidator as to what was to be paid to him as the value of his interest in the old company. The matter was referred to arbitration. The arbitrators appointed an umpire. He awarded the plaintiff £100 to be paid for the purchase of his interest in the company. The plaintiff took out a summons to enforce the award. Article 128 of the articles of association provided as follows: "If at any time a sale or arrangement shall be made or proposed in pursuance of section 161 of the Companies Act, 1862, the purchase-money to be paid for the interest of any dissentient member shall be such sum of money as the liquidator can obtain by selling the shares, stock, or other property to which such dissentient member would have been entitled upon the completion of the sale or arrangement had he not expressed his dissent." The Arbitration Act, 1889, Schedule I., clause (*c*), provides that "The arbitrators shall make their award in writing within three months after entering on the reference, or after having been called on to act by notice in writing from any party to the submission. . . . " Stirling, J., held that article 128 was not a contract between the dissentient shareholder and the company, and consequently the right to arbitration was not excluded, also that the jurisdiction of the umpire had not arisen, because the arbitrators had not, when called on to appoint an umpire, been called upon "to act" within the meaning of the Arbitration Act, 1889, Schedule I., clause (*c*), and therefore the three months had not expired.

LINDLEY, M.R., said the first question was whether article 128 of the articles of association could be regarded as an "agreement" within section 162 of the Companies Act, 1862. His lordship thought that by an agreement was meant something very different from articles of association. It meant, he thought, an agreement between the dissentient member and the liquidator. It was attempted by means of section 16 of the Companies Act, 1862, to establish that article 128 was an agreement between the company and the dissentient member. Section 16 had given rise to a great deal of difficulty, but it had been held in several cases that it did not mean that the articles were to be treated as an agreement between the company and the members. On the other hand, articles had been treated as expressing the terms upon which directors became such. The effect of section 16 had not been clearly laid down, but his lordship did not understand that the company could sue a member upon them as an agreement. But, treating the articles as some sort of an agreement between the members, they were not such an agreement as was meant by section 162. In his lordship's opinion the true construction of that section was an agreement between the liquidator and the dissentient member. To say that it meant a clause binding *en bloc* all members, assenting or dissenting, would be an unwarrantable construction. On the other point his lordship could not agree with Stirling, J. In his opinion the appointment of an umpire was an "act" in the arbitration within the Arbitration Act, 1889, Schedule I., clause (*c*). Consequently the three months had expired and the jurisdiction of the umpire had arisen.

RIGBY and COLLINS, L.JJ., concurred.—COUNSEL, *Mattinson*, Q.C., and *Beddall; Buckley*, Q.C., and *Gore Browne.* SOLICITORS, *Booth & Smee; S. S. Seal.*

[Reported by PAUL STRICKLAND, Barrister-at-Law.]

***Re* BRITISH GOLDFIELDS OF AFRICA (LIM.)** No. 2. 10th and 13th May.

COMPANY — WINDING UP — COSTS OF PROCEEDINGS COMMENCED BEFORE WINDING UP—PAYMENT BY LIQUIDATOR—TAXED COSTS ADDED TO DEBT—PROOF IN WINDING UP—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 37.

This was an appeal from a decision of Wright, J. (reported *ante*, p. 383). In November, 1896, an application was made under section 35 of the Companies Act, 1862, by certain shareholders of the company that the costs incurred by them in proceedings taken before the winding up for the purpose of having their names removed from the register of shareholders might be paid by the liquidator. These shareholders had applied for shares on the faith of representations contained in the prospectus of the company and had, after allotment, commenced proceedings against the company for the purpose of having their names removed on the ground of misrepresentation. Fifty-six shareholders commenced proceedings against the company—two of these actions were proceeded with, the other fifty-four consenting to postpone their claims till these two cases had been settled. No order was made that they should abide the result of the two actions which were to be tried, nor as to the costs of the actions which were to stand over. These two actions were successful, and these two shareholders' names were ordered to be removed from the register. Before, however, the other fifty-four could proceed with their actions, in January, 1898, a petition was presented and a compulsory winding-up order was made against the company. The liquidator admitted their right to have their names removed from the register, and admitted the liability of the company to repay the money they had given for their shares. They now claimed the right to be repaid the costs they had incurred in the actions commenced when the company was a going concern. This the liquidator opposed on the ground that the bankruptcy rule applied to a winding up, and that costs incurred in proceedings before bankruptcy cannot be proved for, and that therefore the applicants were not entitled to add such costs, which did not come within section 37 of the Bankruptcy Act, 1883, to the amount of their debt. On the matter being referred to Wright, J., his lordship held that the liquidator should add to the debts the taxed costs incurred before the winding up, and that the applicants might prove for the same in the winding up of the company. Section 37 of the Bankruptcy Act, 1883, enacts as follows: "(1) Demands in the nature of unliquidated damages arising otherwise than by reason of a contract, promise, or breach of trust shall not be provable in bankruptcy. (2) A person having notice of any act of bankruptcy available against the debtor shall not prove under the order for any debt or liability contracted by the debtor subsequently to the date of his so having notice. (3) Save as aforesaid, all debts and liabilities, present or future, certain or contingent, to which the debtor is subject at the date of the receiving order, or to which he may become subject before his discharge by reason of any obligation incurred before the date of the receiving order, shall be deemed to be debts provable in bankruptcy." The liquidator appealed.

THE COURT (LINDLEY, M.R., and RIGBY and COLLINS, L.JJ.) dismissed the appeal.

May 13.—The written judgment of the court was delivered by LINDLEY, M.R., who stated the facts, and continued: Upon carefully examining section 37 and the decisions upon it and corresponding sections in earlier Bankruptcy Acts I am satisfied that the order appealed from is correct. The 10th section of the Judicature Act, 1875, has rendered section 37 of the Bankruptcy Act the enactment by which the question must be determined; section 158 of the Companies Act, 1862, is no longer the governing section in a case like this. The decisions on section 37 have established the following rules, which are consistent and reasonable and quite in accordance with the language of the section. If an action is brought against a person who afterwards becomes bankrupt for the recovery of a sum of money and the action is successful, the costs are regarded as an addition to the sum recovered and to be provable if that is provable, but not otherwise. If, therefore, what is recovered is unliquidated damages

"arising otherwise than by reason of a contract, promise, or breach of trust" that sum is not recoverable unless judgment, or at least a verdict for it, has been obtained before adjudication, or, now, the receiving order; and if the sum recovered is not provable, neither are the costs of recovering it: *In re Newman, Ex parte Brooke* (25 W. R. 261, 3 Ch. D. 494), *In re Black* (35 W. R. 720). On the other hand, if what is recovered is provable so are the costs of recovering it: see *Emma Silver Mining Co.* v. *Grant* (29 W. R. 481, 17 Ch. D. 122). If the action against a person who becomes bankrupt is unsuccessful no costs become payable by him or out of his estate, and no question as to them can arise. But if an unsuccessful action is brought by a man who becomes bankrupt, then, if he is ordered to pay the costs, or if a verdict is given against him before he becomes bankrupt, they are provable: *Ex parte Peacock* (21 W. R. 755, L. R. 8 Ch. App. 682). On the other hand, if no verdict is given against him and no order is made for payment of costs until after he becomes bankrupt, they are not provable. In such a case there is no provable debt to which the costs are incident, and there is no liability to pay them by reason of any obligation incurred by the bankrupt before bankruptcy, nor are they a contingent liability to which he can be said to be subject at the date of his bankruptcy. This was the case of *Vint* v. *Hudspith* (33 W. R. 738, 30 Ch. D. 24). An application under section 35 of the Companies Act, 1862, to rectify the register and for a return of money paid is not a claim for unliquidated damages. It is a claim for two things—viz., first, for the removal of an impediment which prevents the demand for a return of the money from being successful; and, secondly, it is a demand for the repayment of a liquidated sum, and not for unliquidated damages. The register being rectified, the sums paid by the applicants are clearly provable debts, and the costs of rectifying the register are costs of obtaining an order without which these debts cannot be recovered or admitted to proof. The costs are, therefore, properly added to the debts provable. It is hardly necessary to add that the ordinary bankruptcy rule by which the costs of proving debts in bankruptcy have to be borne by the proving creditors (Schedule II., rule 6) has no application to such costs as are in question here. The appeal must be dismissed with costs. Appeal dismissed. —Counsel, *Gore Browne; Kenyon Parker.* Solicitors, *Chester & Sons; Wyatt, Digby, & Co.*

[Reported by W. Shallcross Goddard, Barrister-at-Law.]

LOWE *v.* LOWE. No. 2. 10th May.

Divorce—Wife's Petition—Defence Alleging Wife's Adultery, and no Claim for Cross-relief—Co-respondent—Intervention—Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), s. 28—Matrimonial Causes Act, 1866 (29 Vict. c. 32), s. 2.

This was an appeal from a refusal of the President for leave to intervene under the following circumstances. Mrs. Lowe had presented a petition praying for the dissolution of her marriage on the ground of her husband's adultery and cruelty. The husband, in his answer, denied the charges brought against him, and alleged that his wife had committed adultery with a gentleman whom he named. He asked, therefore, that the wife's petition should be dismissed, but sought no further relief. The gentleman charged with adultery with Mrs. Lowe then applied for leave to intervene in the suit so as to be able to defend himself against the charge. The President said that no case had been cited in which leave to intervene was granted unless the applicant had some direct pecuniary interest in the suit, and such was not the case here. Personally he should be very glad to see a right of intervention given to anyone whose name was introduced into a suit. He was bound by the authorities, and must therefore dismiss the application. By section 28 of the Matrimonial Causes Act, 1857, "Upon any such petition presented by a husband the petitioner shall make the alleged adulterer a co-respondent to the said petition, unless on special grounds, to be allowed by the court, he shall be excused from so doing; and on every petition presented by a wife for dissolution of marriage the court, if it see fit, may direct that the person with whom the husband is alleged to have committed adultery be made a respondent." By section 2 of the Matrimonial Causes Act, 1866: "In any suit instituted for dissolution of marriage, if the respondent shall oppose the relief sought on the ground, in case of such a suit instituted by a husband, of his adultery, cruelty, or desertion, or in case of such a suit instituted by a wife on the ground of her adultery or cruelty, the court may in such suit give to the respondent, on his or her application, the same relief to which he or she would have been entitled in case he or she had filed a petition seeking such relief." The applicant appealed.

The Court (Lindley, M.R., and Rigby and Collins, L.JJ.) dismissed the appeal.

Lindley, M.R.—We can gain nothing by taking time to consider this case. We cannot disturb the judgment of the President. No doubt there is a great difficulty. In the old Ecclesiastical Courts a trial was very different from what it is now; it was not technically a private inquiry, but there was no jury, and no scandal, and it was really only an inquiry into the conduct of the husband or wife. I cannot help seeing that a grievous injustice is done to a person against whom such a charge is made, and he is not allowed to defend himself. That is a matter for the Legislature, and not for this court. The object of section 2 is plain enough; it is simply to render unnecessary the presenting of a cross-petition. According to the old practice, if a husband was assailed by his wife he could defend himself, but he could not get relief against her without filing a cross-petition. The object of the statute is to get rid of this superfluity. If, when a husband puts in his defence he treats it as a cross-petition, he need not ask for a cross-petition. I cannot conceive that the court would ever give a husband leave to amend after the trial; he has liberty to amend down to the last moment before trial. The practice has always been to treat this as a defence, unless and until the husband shews that he wants something more. If we acceded to this application, we should compel the husband to embark on a much wider inquiry, with a possibility of having to pay further costs. If a husband puts in a defence only and does not apply for further relief, he is at liberty to do so and no one can compel him to do more. I prefer to follow the recent authority of *Harrop* v. *Harrop* (1899, P. 61), rather than an ambiguous passage in Shelford on Marriage, which has been referred to. The appeal must be dismissed with costs.

Rigby, L.J., gave judgment to the same effect.

Collins, L.J.—I am of the same opinion and have nothing to add for the reasons already given. Appeal dismissed.—Counsel, *Carson*, Q.C., and *Barnard; Inderwick*, Q.C., and *Willcock*. Solicitors, *Walters, Deverell & Co.; Janson, Cobb, Pearson, & Co.*

[Reported by W. Shallcross Goddard, Barrister-at-Law.]

High Court—Chancery Division.

ALDIS *v.* THE CORPORATION OF THE CITY OF LONDON. Kekewich, J. 12th May.

Metropolis—City—Corporation—Street—Widening Street—Compulsory Purchase—Power of Authority to Take Part of a House—Michael Angelo Taylor's Act (57 Geo. 3, c. xxix.), ss. 80, 82.

This was a motion asking for an order to restrain the Corporation of the City of London from acting on a resolution to take under the powers and provisions of Michael Angelo Taylor's Act (57 Geo. 3, c. xxix.), ss. 80, 82, the house No. 3, Cheapside for the purpose of widening Cheapside. The house in question occupied an area of about 700 square feet, of which, as appeared from the plans of the corporation about 400 square feet only was actually required for the purposes of the projected widening. The corporation had, however, duly served the plaintiff with a notice to treat with the intention of acquiring the whole of his premises, and it was only when the plaintiff saw the plans that he discovered that a portion only would necessarily be acquired for the proposed improvement. The defendants at the bar acknowledged that in view of recent decisions they would not maintain that the plaintiff was estopped by "acquiescence" from bringing his motion. The premises were partly occupied as a toy shop and partly for a photographic business. For the plaintiff it was contended that the corporation could acquire only the 400 square feet actually needed for their improvements; that he would be able to carry on his business on the remaining 300 square feet, which would be quite sufficient for his purposes if he relinquished the photographic business; that the Corporation could not under the Act drive out people unless the ground were really wanted and unless indeed it could be shewn that the ground remaining would be useless to the present occupier; and that the notice to treat must be in all respects a *bonâ fide* one: *Teuliere* v. *Vestry of St. Mary Abbott's, Kensington* (30 Ch. D. 642), *Fernley* v. *Board of Works for the Limehouse District* (43 Solicitors' Journal 332). For the defendants it was contended that the nature of the house prevented division; that they would substantially have to pull down the whole house, and that under those circumstances they were entitled to take the whole; that if they had served notice to acquire part only it would have been competent for the householder to compel them to take the whole, and conversely, they had the right to acquire the whole when a part only was necessary for the actual widening of the street: *Gordon and Others* v. *The Vestry of St. Mary Abbott's, Kensington* (1894, 2 Q. B. 742); that *Fernley* v. *Board of Works for the Limehouse District* was a very special case; that here the resolution was without doubt *bonâ fide*, and there was no secret agreement as in that case to sell the surplus portion of the land acquired.

Kekewich, J.—The ingenious argument presented on behalf of the corporation invites me to decide a point which does not arise in this case. The argument is that if the corporation were taking the part coloured pink, leaving out the part coloured blue on their plan (a small isolated part of the building), could not the plaintiff, the defendants urge with considerable force, fairly say, "You cannot take part of the house, practically destroying the whole of the house, without taking the whole house"? That contention is supported by the judgment of the lords justices, and especially by the judgment of Collins, L.J., in the case of *Gordon and Others* v. *Vestry of St. Mary Abbott*. But that is not the present question. The corporation have served notice on the plaintiff to take the whole house, but the plaintiff says, "No; by your own plans it is shewn that you only need a part, and you are not entitled to take the whole but only that part which you actually require." I, for my part, on the facts before me, cannot see why the plaintiffs may not insist on the corporation only taking a part of the house merely because if the tables were turned they could say, if the corporation only claimed to take a part, "No; you cannot take a part without taking the whole." If the plaintiff were merely obstructive and attacking the corporation, the court, of course, would not for a moment support him, but here by his definite evidence he shews that he has carried on his business for some time, that he sees his way, by various means—for instance, by relinquishing his photographic business and carrying on the toy shop only—to carry on his business, and it is quite possible that he may do so well. It may be a small place that he will have left, but in London, as one goes along the streets, one sees many shops carried on in straitened premises, and they are frequently found to pay. I know a shop of the kind not far from here. The corporation say, "We must have the land," and attempt to take the whole. There is no moral obliquity, nothing morally wrong, in that, no obligation on their part; they are not taking an undue advantage. But they shew by their plans that they only want part of the house for the purpose of widening the street, whereas they want, and are attempting to take, the whole; and, on the authorities, it is clear that

they cannot do this unless they shew that the remainder is useless to the plaintiff. With reference to the case of *Gordon* v. *The Vestry of St. Mary Abbott's, Kensington*, I will make one remark. In that case both the lords justices took pains to decide the law on the Act, and did not apply it to the facts of the case. At p. 754 of 1894, 2 Q. B. D. (nearly at the bottom of the page), Collins, L.J., expressly says: "Our decision leaves the question of fact to be decided." Applying the decision of law in that case to the facts before me, I think that the plaintiff succeeds in his contention that he is entitled to keep that part of the property which the defendants do not actually require for carrying out the widening of the street. Motion allowed accordingly.—COUNSEL, *P. O. Lawrence*, Q.C., and *MacSwinney*; *Warrington*, Q.C., and *John Henderson*. SOLICITORS, *W. E. Aldis*; *H. H. Crawford* (*the City Solicitor*).

[Reported by C. C. HENSLEY, Barrister-at-Law.]

ALEXANDER *v.* **AUTOMATIC TELEPHONE CO.** Cozens-Hardy, J. 12th May.

COMPANY—SUBSCRIBERS OF MEMORANDUM OF ASSOCIATION—LIABILITY IN RESPECT OF SHARES—SHARES ALLOTTED WITHOUT REQUIRING ANY PAYMENT ON ALLOTMENT—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 24 (1).

This action was brought by Messrs. M. J. Alexander and J. D. Gibbs, "suing on behalf of themselves and all other shareholders" in the defendant company, against the company and three of its directors—viz., Messrs. Margowski, J. Woolf Cohen, and H. G. Sworn. The other members of the board were the two plaintiffs. The company was incorporated on the 1st of July, 1897, with a capital of £100,000 in shares of 5s. each. The eight signatories to its memorandum of association were Margowski for 19,400 shares, the same gentleman as managing director of the Honduras Government Banking and Trading Co. (Limited) for 6,000 shares, the plaintiff Alexander for ten shares, the plaintiff Gibbs for ten shares, Baron Cohen for ten shares, Justin Mendelson for ten shares, the defendant Cohen for 200 shares, and the defendant Sworn for 800 shares. Clause 5 of the articles of association provided that the shares of the company should be "under the control of the directors, who may, subject to the terms of the company's memorandum of association, issue, allot, or otherwise dispose of the same to such persons, for such consideration, and upon such terms and conditions as the board may determine . . . and may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls." Article 13 provided that the directors might "(subject to any special terms made on allotment) from time to time make such calls upon the members in respect of all moneys unpaid on their shares as they think fit, provided that one month's notice at least is given of the time and place for payment, and that no one call shall exceed 20 per cent. of the nominal amount of the shares, and that such calls shall be made at intervals of not less than one month." The memorandum shares and a number of other shares were allotted, and on all of them, except those held by Margowski, J. W. Cohen, Sworn, and the Honduras Co., the sum of 3s. a share was called up, and had been paid. In respect of the excepted shares the plaintiffs alleged that only £784 in all had been paid, and that on these shares there was still due and payable the sum of £3,176, and the plaintiffs complained that the three defendant directors, being a majority of the board, were able to, and did, control its action by their votes, and in breach of their duty as directors and against the interests of the defendant company prevented the passing of resolutions, or taking steps to enforce payment by such defendants or the Honduras Co. (in which they were said to be interested) of the amounts due on their shares and the shares held by the Honduras Co. The plaintiffs also alleged that the defendant directors by means of their voting power had made a further call of 1s. per share, and the plaintiffs' case was that the defendant directors were acting in furtherance of their own interests and in fraud of the rights of the other shareholders, and were using the powers entrusted to them as directors for their own ends, and not for the benefit of the company. It was also alleged that the defendant directors had control of the majority of the votes of the shareholders of the defendant company. The plaintiffs in effect asked for a declaration that the holders of the memorandum shares were bound to pay up 3s. per share—viz., 6d. on application and 2s. 6d. on allotment, like the holders of other shares. For the defence it was pleaded that on the 30th of June, 1897, before the company was incorporated, it was agreed at a meeting of the signatories that nothing should be payable by any of the defendant directors or the Honduras Co. on application or allotment in respect of their memorandum shares, and that the memorandum was signed on this condition; that at a board meeting, after incorporation—viz., on the 5th of July, 1897, two resolutions were passed (both plaintiffs being present and voting in their favour) for the allotment of shares; that by the first resolution the memorandum shares were allotted without requiring any payment on allotment, and that by the second resolution a payment of 2s. 6d. per share in respect of other shares was required on allotment. The defendant directors also said that they were acting under the articles and in the interests of the company, and had committed no breach of duty.

COZENS-HARDY, J.—In my judgment this action is misconceived. I assume in favour of the plaintiffs—but without in the least deciding, or even expressing any opinion in their favour—that the plaintiffs are competent to sue on behalf of themselves and all other the shareholders of the company. And what they ask is, as Mr. Eve very clearly put it, a declaration that the shares allotted to the signatories of the memorandum of association were held upon the same terms and subject to the same conditions as the shares taken by the public, or, in other words, subject to the obligation to pay a deposit of 6d. per share on application and a further sum of 2s. 6d. on allotment—that is to say, that the signatories were subject to that condition. Now I have endeavoured to see on what possible ground such a theory can be based. It seems to proceed upon the ground that there is an immediate debt due from every member of the company in respect of uncalled capital. That appears to me to be an entire fallacy. In the words of the Master of the Rolls in *Re Russian Spratt's Patent* (46 W. R. 514; 1898, 2 Ch. 149), uncalled capital is not a debt—it is a right to make a call and create a debt. It is not correct to say that the signatories to the memorandum of association, by virtue of which they agreed to become and became members of the company, became debtors to the company to the full amount of their shares. Their position is this, and this only—that they were subject to article 13. What does article 13 say? A member is to be liable, apart from any special terms, to pay such calls as the directors may from time to time make upon him, but he is not to be liable and cannot be compelled to pay otherwise than in that way. There is a further limitation that he cannot be required to pay any call exceeding 20 per cent. of the nominal amount of the shares, nor can he be required to pay a call except at intervals of one month. It is quite true that there is a power to make special terms on allotment, but the argument on the part of the plaintiffs seems to have proceeded on the assumption that it is necessary for the signatories to prove that some special terms are made in their favour. On the contrary, as I read article 13, it is for those who allege any obligation to pay otherwise than on account of the calls made at due intervals and with due notice to prove some other special terms or bargain. Now we have the special terms and bargain made with reference to the 6d. and 2s. 6d. The applications for the shares in respect of which those amounts were to be paid were made, and were accepted, expressly upon those terms, that 6d. should be paid on application and 2s. 6d. on allotment. That was in strict accordance with article 13. But where is any such arrangement made with respect to the shares of the signatories? I can find nothing, and I find evidence of what is clearly inconsistent with it. I do not attach weight to what took place on the 30th of June, which obviously does not bind the company; but it furnishes a motive for, and an explanation of, what undoubtedly did take place on the 5th of July after incorporation. At that meeting the allotments were made. There were not only separate resolutions for allotments, but there were applications for allotments, and it is perfectly clear that in respect of these signatories, with whom alone I have to deal, the allotment was made on the terms that nothing should be payable on application or allotment. This is really an attempt, when allotments have been made and accepted on those terms, to alter the entire contract entered into between the signatories and the company, and, strangest of all, it is an attempt made by two gentlemen who themselves approved of and took part in passing the resolutions, and who now ask me to say that these shares could only have been properly allotted upon the terms of the signatories paying 6d. on application and 2s. 6d. on allotment. I can find no foundation in fact and nothing in law to justify me in arriving at such a conclusion. A member of a company is not liable to pay anything except in respect of calls made in the manner provided by the articles. This is an attempt to make members of the company pay for shares otherwise than in accordance with the articles. I think it wholly fails, and I dismiss the action with costs.—COUNSEL, *Eve*, Q.C., *Rawlinson*, Q.C., and *Harry Dobb*; *Rufus Isaacs*, Q.C., *Stokes*, and the *Hon. Frank Russell*; *H. P. Chapman*; *Astbury*, Q.C., and *W. F. Hamilton*. SOLICITORS, *White & De Buriatte*; *Spyer & Sons*; *Haynes & Claremont*.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **WREXHAM, MOLD, AND CONNAH'S QUAY RAILWAY.** Byrne, J. 9th May.

RAILWAY COMPANY—RECEIVER AND MANAGER—APPLICATION OF MONEYS IN HANDS OF RECEIVER—"WORKING EXPENSES AND PROPER OUTGOINGS"—RAILWAY COMPANIES ACT, 1867.

This case raised the question whether the costs of a railway company incurred in defending an action were "working expenses of the railway or other proper outgoings" in respect of its undertaking within the meaning of section 4 of the Railway Companies Act, 1867, and therefore payable by a receiver and manager of the railway appointed under the Act out of the moneys received by him. The action involved large sums and was brought before the date of the receivership order by the contractor for the line against the railway company in respect of the balance of the contract price. After the order the plaintiff had obtained leave to continue proceedings in the action, and leave was at the same time given to the railway company to continue to attend the proceedings, but in granting such leave no order was made as to the railway company's costs.

BYRNE, J., after referring to *Re Eastern and Midlands Railway* (L. R. 45 Ch. D. 367, p. 379, per Lord Justice Kay) and *Re Cornwall Minerals Co.* (48 L. T. 41), said that the test to be applied to cases like the present was whether the costs incurred were working expenses or other proper outgoings, without which the line could not be carried on. In the present case he thought it obvious that the undertaking could have been carried on just as well and just as effectually although the railway company had not resisted the claim made in the action. He was far from saying that it was not right for the company to resist the claim in the way in which they did, and so far as the materials before him enabled him to judge, he saw no reason to doubt that benefits might have accrued to some if not all of the creditors of the company from such defence, and he wished to guard against its being supposed that the costs might not hereafter be properly provided for. He was now, however, being asked by the company to anticipate the usual period for determining what costs ought to be paid, in what order or out of what funds, upon the footing that the costs in question were "other proper outgoings" within the meaning of section 4 of the Act. These costs were not proper outgoings within the meaning

of section 4. They were not current expenses payable in order to keep the undertaking going, and without expressing any opinion upon the point whether any and (if any) what costs might be under other circumstances payable under the head of "other proper expenses," he held that the railway company failed in respect of the present application.—Counsel, *Farwell*, Q.C., and *R. J. Parker*; *Neville*, Q.C., and *F. Thompson*; *Whinney*; *Mark Romer*. Solicitors, *Norris, Allen, & Chapman*; *Field, Roscoe, & Co.*; *Sharpe, Parker, & Co.*; *Cunliffes & Davenport*.

[Reported by Ralegh B. Phillpotts, Barrister-at-Law.]

Re **HOPE'S SETTLED ESTATES.** Byrne, J. 16th May.

Tenant for Life—Remainderman—Sale of Heirloom by Tenant for Life—Jewel of Unique Value—Pecuniary Position of Tenant for Life—Discretion of Judge—Settled Land Act, 1882 (45 & 46 Vict. c. 38), ss. 37, 53.

This was an application under the Settled Land Act by Lord Francis Hope, tenant for life of certain estates settled under the will of his grandmother, Mrs. A. A. Hope, for the approval of a contract for the sale of a diamond known as the Tavernier Blue or Hope Diamond, a chattel settled as a heirloom under the testatrix's will. All persons interested in the estates as remaindermen opposed the sale. The applicant was in pecuniary difficulties, having been adjudged a bankrupt in 1895. He obtained his discharge in 1896; but by a deed of arrangement his interest in the settled property was vested in his creditors, until a sum of £210,000 had been provided, he himself receiving in the meantime an income of £2,000 a year. The diamond had only comparatively recently come into the possession of the family; it was, however, a unique possession, being the first blue diamond ever known. There was some conflict of evidence as to its value.

Byrne, J., refused to make an order authorizing any sale of the diamond. His lordship, following the judgment of Chitty, J., in *Re Earl of Radnor's Trusts* (45 Ch. D. 402), stated that the controlling power of the court, under section 37 of the Settled Land Act of 1882, with regard to a sale of chattels, must be exercised with regard to all the circumstances of each particular case, and added that the discretion of future judges ought not to be crystallized by prescribing definite rules. With regard to the particular circumstances, the fact of a tenant for life having got himself into difficulties constituted no reason why the court should assist him. He had also to consider the fact that all persons interested in remainder were opposed to the sale. Too much weight ought not, perhaps, to be given to the fact that the jewel was a unique article; but the circumstance could not be disregarded. It further did not appear that even if the sale could be effected the applicant would receive any substantial relief, so that he could take his proper position and reside in the family mansion. Having regard, therefore, to these facts, and to the opposition of the family, the application must be refused.—Counsel, *Farwell*, Q.C., and *Martelli*; *Mulligan*, Q.C., and *A. à B. Terrell*; *Benn*; *J. H. Young*; *F. S. Ford*. Solicitors, *Maddisons*; *Leman & Co.*; *Richard Smith & Sons*; *Rickards & Nightingale*.

[Reported by J. Arthur Price, Barrister-at-Law.]

Re **GJERS. COOPER** *v.* **GJERS.** Kekewich, J. 14th April and 13th May.

Will—Leasehold—Mortgage—Interest—Rent—Covenants—Tenant for Life—Remainderman—Liability.

This case raised the question as to the liability of the tenant for life, under a will, of a leasehold for the payment of the rent and observance of the covenants reserved by and contained in the lease, and especially for the keeping down of the interest of a mortgage on the leasehold property. The testator, John Gjers, purchased by assignment, dated the 30th of October, 1897, from the original lessee a leasehold house at Bournemouth known as "Bournewood." The original lease was dated the 7th of December, 1891, and was for a term of eighty years, so at the date of the assignment there was a residue of about seventy-four years unexpired. On the 1st of November, 1897, John Gjers, by an indenture of mortgage, mortgaged the premises to the trustees of his vendor to secure the sum of £3,000 and interest thereon. By his will dated the 8th of November, 1892, John Gjers gave all his real and personal estate to his son Lawrence Farrar Gjers, Charles Ellison Mills, and John Vernon Cooper, upon trust to pay to John Vernon Cooper (in case he should act as an executor and trustee of the will) a certain legacy, and upon further trust to pay certain specific legacies therein mentioned, and subject thereto he devised and bequeathed the whole of his property, real and personal, to his son Lawrence Farrar Gjers. By a codicil to his will made in 1897 the testator bequeathed to his wife Florence Longsdon Gjers his leasehold house known as "Bournewood," together with "all its contents, for her life or as long as she shall remain my widow," and after her death or second marriage he bequeathed the same to his daughter Hilda absolutely. On the 6th of October, 1898, the testator, John Gjers, died, and his will was subsequently duly proved by John Vernon Cooper. On the 8th of February, 1899, an originating summons was taken out on behalf of John Vernon Cooper against Florence Longsdon Gjers, the testator's widow, and Lawrence Farrar Gjers, the testator's son, to have the question determined whether or no the testator's widow as tenant for life of the leasehold house "Bournewood" was liable during her life to pay and keep down during her life the interest on the mortgage affecting the same, and to pay the rent reserved by and to perform the covenants contained in the lease of the 7th of December, 1891 (that being the lease under which the premises were held), or by whom such interest, rents, and covenants ought to be paid and performed. There had been no breach of any of the covenants up to the date of the death of the testator. On behalf of the equitable tenant for life it was contended that the decision of the Court of Appeal in *Re Courtier, Coles* v. *Courtier* (35 W. R. 85, 34 Ch.D. 136), as explained in *Re Baring, Jeune* v. *Baring* (41 W. R. 87; 1893, 1 Ch. 61), and in *Re Tomlinson, Tomlinson* v. *Andrew* (1898, 1 Ch. 232), applied, and that the tenant for life was not bound to perform any of the covenants in the lease or to keep down the interest on the mortgage. The contention on behalf of the residuary legatee was that the interpretation placed by the last two cases upon *Re Courtier* was wrong and that the tenant for life was liable: *Re Redding* (45 W. R. 457; 1897, 1 Ch. 486), *Kingham* v. *Kingham* (1897, 1 Ir. R. 170), *Re Betty, Betty* v. *The Attorney-General* (1899, W. N., p. 57).

Kekewich, J., said that in *Re Tomlinson* he had followed what in his opinion was the decision of the lords justices in *Re Courtier*, that in the present case he had three cases brought before him in which the respective judges had expressed a view as to the meaning of the decision of the Court of Appeal in *Re Courtier* differing from that which his lordship had adopted in *Re Tomlinson*. One of these cases, that of *Re Redding*, had been brought to his notice in *Re Tomlinson*, but he had now had cited to him the two other cases, the case of *Kingham* v. *Kingham* in the Irish Reports, and the recent decision in *Re Betty* before North, J., in both of which the learned judges dissented from the view expressed by his lordship in *Re Tomlinson*. Upon further reflection he was of opinion that perhaps he had thought that in *Re Courtier* the lords justices had said rather more than they did say, though personally he was still rather inclined to his own interpretation of that case. Nevertheless he could not shut his eyes to the fact that three judges had put a different construction upon that case, and this shewed him that, at any rate, the language of the lords justices was capable, as all language indeed was, to more than one interpretation. Under these circumstances, though it might be considered that the strong course for him to take would be to adhere to his former decision, he felt that it was his duty to assume that he must have been wrong and to give judgment in accordance with the view expressed by the other three judges. He must, therefore, hold that the tenant for life was liable.—Counsel, *Parker*, for J. V. Cooper, the executor; *G. Lawrence*, for F. L. Gjers, the widow of the testator; *G. R. Northcott*, for L. F. Gjers, son and residuary legatee of the testator. Solicitors, *Hollams, Sons, Coward, & Hawkesley* (for all parties).

[Reported by C. C. Hensley, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES *v.* **BISHOP (Surveyor of Taxes).** Div. Court. 16th May.

Inland Revenue—Income Tax—Insurance Company, Life—"Annual Profits and Gains"—Mutual Insurance—Income Tax Act, 1853 (16 & 17 Vict. c. 34), Schedule D.

Appeal by the Assurance Co. against a decision of the Income Tax Commissioners for the City of London, who upheld three assessments made upon them under Schedule D of the Act 16 & 17 Vict. c. 34, for the years ended April 5th, 1895, 1896, and 1897. The assessments were in respect of what were said to be "profits" for the three years in question at the rate of £80,000 a year, but it had been agreed that if the society were held liable there should be an inquiry into the exact figures The facts were thus stated: The society had its principal office in New York, but had a branch for Great Britain and Ireland at Princes-street, London, under the management of a separate board of directors and officers, and it was the profits so-called of this branch that the Inland Revenue authorities desired to charge with income tax. By the articles of the charter of the company it was provided that the business should be conducted upon the mutual plan, and that after the owners of the capital stock had received dividends to the amount of 7 per cent., the other earnings of the company should be allowed to accumulate, and each policy-holder should receive a share of the net surplus, to be devoted to the purchase of an additional amount of insurance or to the purchase of an annuity to be applied in reduction of future premiums. The Inland Revenue Commissioners held that the company and its assets were not the property of the policy-holders, who had no control, power, liability, or right except such as the shareholders by their directors chose to give them; that the policy-holders were not members of the company, but were third persons who contracted with the company, and the accumulated funds were not the property of the policy-holders, but were accumulated profits; that the policy-holders only received such proportion of the profits as the directors might determine; that the fact that there was a division of a portion of the profits over and above the fixed dividend payable to the shareholders did not alone make a company a mutual insurance company, and that the net surplus, so far as the same was derived from premiums received in the United Kingdom, was a profit or gain of the company liable to be assessed to income tax under Schedule D of the Act of 1853. The company cited the case of *New York Life Insurance Co.* v. *Styles* (14 App. Cas. 381, 38 W. R. Dig. 89), and submitted that premiums paid to the company were contributed as an estimated amount required to cover the risks for the year and the necessary expenses; and that any surplus or balance that appeared in the balance-sheet under this head was not profit or gain liable to assessment, but was merely an excess of contribution over expenditure, which they contended would be ultimately returned to the contributors. These advantages given to the policy-holders were therefore in the nature of a discount or rebate—in fact, an inducement offered to induce persons to deal with the company—and the company making no "profit" therefrom, these sums had been improperly included in the assessment. Counsel for the appellant company referred at length to the judgments given in the House of Lords in the cases of the *New York Life Insurance Co.* v. *Styles* (*ante*), and *Last* v. *London Assurance Corporation* (34 W. R. 233, 10 App. Cas. 438), and contended that the surplus over expenditure contributed by the policy-holders being disposed of by the constitution of the company, such

assets were not profits, although they conceded for the purposes of this argument that if such assets were held in fact to be disposed of by the shareholders, then they were profits and liable to be assessed. For the commissioners it was urged that the true distinction drawn in the two cases cited—the judgments in which resulted in conflicting decisions, although the facts in both were almost identical—was this: that in *Styles' case* the articles of the company affected only the policy-holders, and the surplus was not "profit" in which the shareholder participated or had any control over; whereas in *Last's case* there being shareholders as well as policy-holders interested, it was held that the surplus was "profit." In the present case counsel submitted the facts were the same as in *Last's case*, and that the assessment therefore ought to stand. He referred to the *Mersey Dock and Harbour Board* v. *Lucas* (32 W. R. 34, 8 App. Cas. 891).

THE COURT (DARLING and CHANNELL, JJ.) decided against the company. In their judgment the decision in *Last's case* governed the point raised by this appeal. If the company's contention was correct, then any realized profits in any business if used to obtain or enlarge the business would cease to be profits. Judgment accordingly for the Crown.—COUNSEL, *Sir Robert Reid*, Q.C.; *Foote*, Q.C., and *C. H. Neish*; *Cripps*, Q.C., and *Danckwerts*. SOLICITORS, *Neish, Howell, & Macfarlane*; *The Solicitor to the Inland Revenue Commissioners*.

[Reported by ERSKINE REID, Barrister-at-Law.]

CAMERON (TRADING AS THE CO-OPERATIVE COAL CO.) v. TYLER.
Div. Court. 15th May.

WEIGHTS AND MEASURES—SALE OF COAL—TICKET OR NOTE—SELLER'S NAME—WEIGHTS AND MEASURES ACT, 1889 (52 & 53 VICT. c 21), s. 21; SCHEDULE 3.

This was a case stated by justices of Middlesex. An information was laid against the appellant under section 21 of the Weights and Measures Act, 1889 (52 & 53 Vict. c. 21), charging him that he did cause to be delivered a quantity of coal exceeding 2 cwt. to a purchaser by means of a vehicle, and did unlawfully neglect to deliver, or cause to be delivered, or to be sent by post or otherwise to the purchaser or his servant before any of the coal was unloaded, a ticket, or note, according to the form in the third schedule of the Act. The following facts were proved: On the 18th of November, 1898, one of the appellant's carmen delivered to a purchaser in the parish of Old Brentford a quantity of coal exceeding 2 cwt., to wit, 1 ton, by means of a vehicle on which the appellant's name, viz., Cameron, appeared. The carman, before any part of the coal was unloaded, delivered to the purchaser a ticket partly in writing and partly in print, wherein the seller of the coal was described as "The Co-operative Coal Co." Before the ticket was so delivered to the purchaser the name of the person in charge of the vehicle had been inserted thereon. The appellant had for several years before the 18th of November, 1898, carried on business as a coal merchant in his own account at 107, Pancras-road, N.W., and at 215, Uxbridge-road, Ealing Dean, and at other places under the name of "The Co-operative Coal Co.," and under four other different names in London. There was in fact no company, limited or otherwise, in existence. Shortly before the 18th of November, 1898, the purchaser had ordered from an office where the appellant was trading under the name of The Co-operative Coal Co., at Ealing Dean, one ton of coal. The justices being of opinion that, in order to satisfy the requirements of section 21 of the Act and of the third schedule, the real name of the appellant, Frederick Brough Cameron, ought to have appeared on the ticket, convicted the appellant. Section 21, sub-section 1, of the Act provides that "where any quantity of coal exceeding two hundredweight is delivered by means of any vehicle to a purchaser the seller of the coal shall therewith deliver or cause to be delivered . . . to the purchaser or his servant, before any part of the coal is unloaded, a ticket or note according to the form in the third schedule of this Act, or according to a form to a like effect." At the foot of the form given in the third schedule are the words "C. D. [here insert the name of the seller]."

THE COURT (DARLING and CHANNELL, JJ.) allowed the appeal on the ground that the requirement of the Act was sufficiently complied with by inserting in the ticket the name under which the seller traded.—COUNSEL, *Kershaw*; *Earle*. SOLICITORS, *Woodbridge & Son*; *Sir R. Nicholson*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 8th day of May, 1899.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice BYRNE (1899—W.—No. 1,171).

In the Matter of Willis' Restaurant Limited. Aubrey Richardson and George Fischer v. Willis' Restaurant Limited.

Mr. Justice NORTH (1899—H.—No. 871).

In the Matter of the Holborn Press Limited. Charles Edward Delaney Waring and Frederick Algee v. The Holborn Press Limited and another.

HALSBURY, C.

LEGAL NEWS.

APPOINTMENTS.

Mr. R. R. LINTHORNE, solicitor, of Southampton, has been appointed Town Clerk, Clerk to the Urban Sanitary Authority, and Secretary of the Cemetery of the County Borough of Southampton. Mr. Linthorne was admitted in 1887. There were twenty-seven applications for the post.

Mr. R. A. MCCALL, Q.C., has been appointed Attorney-General of the County Palatine in succession to Mr. W. Ambrose, Q.C., lately appointed a Master in Lunacy.

Mr. GEORGE CHARLES LOVELL FRY, solicitor, of the firm of Keddey, Fletcher, & Fry, of 9, Fenchurch-street, London, E.C., who was admitted in February, 1887, has been appointed a Commissioner for Oaths.

INFORMATION REQUIRED.

PHILIP THOMAS MAIN, deceased, late Fellow of St. John's College, Cambridge.—Any person who can give any information with reference to any will made by the above-named deceased is requested to communicate with Mr. John Beckwith, solicitor, of 7, Victoria-street, Westminster, S.W.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

JOHN BALSHAW, WILLIAM JAMES CHALLINOR, and WALTER BALSHAW, solicitors, 12, Acresfield, Bolton, Lancaster (Balshaws & Challinor), and 18, Brazennose-street, Manchester (Challinor & J. & W. Balshaw). March 31. The said John Balshaw and Walter Balshaw will continue in partnership on their own account at 22, Acresfield, Bolton, under the style of J. & W. Balshaw, and the said William James Challinor will carry on business on his own account at 18, Brazennose-street, Manchester.

[*Gazette*, May 16.]

GENERAL.

The Supreme Court (Appeals) Bill passed through Committee of the House of Commons on the 12th inst.

A correspondent has, says the *Albany Law Journal*, discovered a rare sample of a professional card. "The following," he says, "appears on the envelopes of a coloured attorney of Pocahontas, Virginia: 'If not called for in five days return to J. K. Smith, attorney-at-law, Pocahontas, Virginia. Seek me early as your counsel, for know ye that even the righteous cannot be saved without an advocate.'"

The Central Criminal Court, says the *Daily News*, is to be erected upon the area occupied by the present Old Bailey courts, at a cost, it has now been determined, of £250,000. The corporation aims at erecting on the site of the Old Bailey a building which shall embody credit not only to the City but to the nation; and to this end the President of the Royal Society of British Architects has been requested to select six architects of special experience to prepare plans. The designs of these experts are to be ready for inspection in October, and each will receive a fee of two hundred guineas for his services, the whole of the cost, both of plans and of re-building, being borne by the City. During the time that the Old Bailey is closed the sittings of the Central Criminal Court will be held at the Clerkenwell Sessions House.

In the course of an obituary notice of the late Justice Stephen J. Field, of the United States Supreme Court, the *Albany Law Journal* says his term was the longest in the history of the Supreme Court. Appointed in 1863, he held his position until retirement on the 1st of December, 1897. During the latter years of his service on the bench he was in feeble health. The great Chief Justice, John Marshall, wore the ermine for a period extending over thirty-four years. It was the ambition of the late Justice Field to surpass this record, and he succeeded in doing so by a few months. His friends, fearing that the strain of hard work would shorten his useful life, advised him to retire from his arduous duties. But with indefatigable perseverance he clung to his task until the latter part of 1897, when he had the satisfaction of having fulfilled the ambition of his life.

The *Daily News* says that the City Corporation and the Chancellor of the Exchequer have so far adjusted their differences with regard to the ultimate disposal of Newgate Prison that the grim building will now disappear with all possible dispatch. It is rather curious that a doubt as to the ownership of the gaol should have arisen, but such seems to have been the case. The City Fathers apparently cherished the belief that the prison was corporation property, but the Chancellor of the Exchequer had such successful doubts upon the point that he will receive from the corporation a cheque for £40,000. It appears that, after the destruction of Old Newgate during the Gordon Riots, the Government of the day deemed it desirable to exercise its powers of supervision with regard to the reconstruction of the gaol. The result was that while the corporation undoubtedly rebuilt the prison, the Government acquired an interest in the construction of the outer wall, the dingy front of which has so long been familiar to all Londoners. A kind of dual ownership was thus established, and for surrendering their proprietorial interest the Government now receives the substantial solatium of £40,000.

In the House of Commons, on the 11th inst., Mr. S. Evans asked the Attorney-General what arrangements had been or would be made for the hearing of appeals in the Court of Appeal during the absence out of the country of the Lord Chief Justice of England and of Lord Justice Collins, as Commissioners of Her Majesty; whether it was the intention of the

Government, or of the Lord Chancellor, to put in force section 4 of the Supreme Court of Judicature Act, 1875, during the absence of the learned judges referred to, so as to secure the attendance in the Court of Appeal of an additional judge of the High Court of Justice; and whether the Government would introduce a Bill to make the Lords of Appeal in Ordinary *ex officio* judges of the Court of Appeal, and to enable the Lord Chancellor to request the attendance as judges in the Court of Appeal of peers who had held the office of Lord of Appeal in Ordinary, or any other high judicial office in England if they consented to do so. The Attorney-General said: It is proposed that the President of the Probate and Admiralty Division, who is a member of the Court of Appeal, shall sit in that court during the absence of Lord Justice Collins. The answers to the second and third paragraphs of the hon. and learned member's question are in the negative.

In the House of Commons on Monday Mr. Evans asked the Secretary of State for the Home Department whether his attention had been called to the decision of the Court of Appeal that poor appellants to the Court of Appeal from decisions of county court judges acting as arbitrators under the Workmen's Compensation Act, 1897, might be required to give security for costs before being allowed to prosecute their appeals; whether he was aware that persons appealing by way of new trial in cases tried by High Court judges with juries could not be required to give any security for the costs of the appeal; and whether, in view of the importance of enabling workmen or their representatives to obtain high judicial authority on complicated questions of the construction of the Workmen's Compensation Act, he would undertake to make representations to the rule authority as to the advisability of making a rule dispensing with the necessity of giving security for costs when they desired to appeal. Sir M. W. Ridley said: My attention has been called to the decision referred to, and I am aware that in applications for a new trial—which, I may observe, are not, strictly speaking, appeals—it is not the practice to require security for costs. As regards the third paragraph of the question, I have to say that, after consulting with the Lord Chancellor, in accordance with the promise given by my right hon. friend the Under-Secretary of State for the Home Department in my behalf on the 7th of March, I do not see my way to make to the Rule Committee the proposal suggested by the hon. member.

The following circular has been addressed to judges of county courts by direction of the Home Secretary, calling attention to the changes made by the rules under section 6 of the Prison Act, 1898, with regard to the treatment of debtor prisoners: "Whitehall, April 25, 1899. Sir,—I am directed by the Secretary of State to acquaint you that, by the rules made by him under section 6 (3) of the Prison Act, 1898, which will come into force on the 1st prox., the treatment of debtor prisoners has been altered in the following principal points, which he thinks it right to bring to your notice: (*a*) Under the rules at present in force (Schedule 1 of the Prison Act, 1865) debtors are allowed to obtain their own food, wine, malt liquor, and bedding from outside. Under the new rules they will receive the allowance of food prescribed for offenders of the first division who do not maintain themselves. (*b*) Under the present rules they are permitted to work (Regulation 31 of Schedule 1). By the new rules they will be required to work, either at their own trade or profession, provided that such employment does not interfere with the regulation of the prison, or at work of an industrial or manufacturing nature; and they will be allowed to receive the whole of their earnings subject to a deduction for the cost of maintenance and for the use of implements when furnished by the prison. (*c*) Under the present rules they are allowed to occupy a common room during the day. By the new rule (247) a debtor is confined to his cell at all times except when at chapel or exercise. Debtors will still be allowed to wear their own clothes, unless they are unfit for use; they will be kept strictly separate from prisoners committed to prison under criminal process; and they will be allowed to receive a visit, and also to write and receive a letter once a week.—I am, Sir, your obedient servant, KENELM E. DIGBY."

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

May 24.—MESSRS. G. E. CURTIS & SHARP, at the Mart, at 2:—Barking and Plaistow: Freehold Shops, Cottages, Farm Premises, Family Residence, Building Land, and Leasehold Houses, producing rentals of £200 per annum. Solicitors, Messrs. Loxley, Elam, & Gardner, London. (See advertisement, this week, p. 5.)

May 25.—MESSRS. STIMSON & SONS, at the Mart, at 2:—Vauxhall: Holloway's Estate (on the Duchy of Cornwall Estate), Copyhold Ground-rents of £196 per annum, secured upon shop and residential properties close to Vauxhall Station, with reversions in 6 to 18 years to rack-rents estimated at £1,000 per annum. Solicitor, A. Eames, Esq., London.—Walworth and Camberwell: Freehold Ground-rents and Freehold Houses, Shops, and Stabling. Solicitors, Messrs. Marsden & Son, London.—South Lambeth: Freehold Ground-rents of £12 and £15 10s., secured upon 9 houses (two with shops), producing rack-rents of £294 per annum. Solicitors, Messrs. Tarry, Sherlock, & King, London.—Newington-butts: Freehold Ground-rents of £80 per annum (in one collection), with reversion in 1943 to rack-rents estimated at £350 per annum. Canning Town: Freehold Ground-rents of £39 10s. per annum, secured upon 12 houses, with reversion in 76 years to rack-rents of £235 per annum. Solicitors, Messrs. Stoneham & Sons, London. (See advertisements, this week, p. 5.)

RESULTS OF SALES.

MESSRS. C. C. & T. MOORE, at the Mart, on Thursday last, sold the following: Two Leasehold Houses and Shops, 49 and 51, Mile End-road; a Leasehold Residence, 16, Addington-road, Bow; a Leasehold Dwelling-house, 31, Sekforde-street, Clerkenwell; a Leasehold Residence, 76, Melbourne-grove, East Dulwich; and a Leasehold Dwelling-house, 40, New Charles-street, St. Luke's.

MESSRS. H. E. FOSTER & CRANFIELD were successful in dealing with the under-mentioned at their Property Auction, which took place on Wednesday last, the 17th inst.:

		£
254, Richmond-road, Hackney (Leasehold)	Sold	345
23, Quadrant-grove, Kentish Town (Leasehold)	,,	280
29, Quadrant-grove, Kentish Town (Leasehold)	,,	295
70, Windmill-street, Gravesend (Freehold)	,,	590

REVERSIONS, LIFE POLICIES, AND SHARES.

MESSRS. H. E. FOSTER & CRANFIELD were successful in finding purchasers for nearly the whole of the lots offered by them at the Mart, E.C., on Thursday last. The total of the sale was £20,055, the following being further particulars:

		£
REVERSIONS:		
To One-fourth of about £3,198; lives 43 and 49	Sold	200
Absolute to One-third of £5,641; life 55	,,	650
Absolute to One-half of £26,666 13s. 4d. India 3 per Cent. Stock; lives 75 and 72	,,	9,500
Absolute to £2,874; life 72	,,	2,060
Absolute to £5,230, and to a Freehold Ground-rent of £3 4s. per annum; life 72	,,	510
Absolute to £800; life 65	,,	255
To One-fourth of £30,000; life 57	,,	750
Absolute to One-twentieth of £24,050; life 72	,,	670
LIFE POLICIES:		
For £1,500 in the University; life 68; annual premium, £38 18s. 9d.; bonus additions, £337	,,	875
For £3,000, with profits, in the Standard; life 64; annual premium, £88 7s. 6d.	,,	1,230
For £1,000 in the National Mutual, on same life; annual premium, £32 1s. 8d.; bonus additions, £99 10s.	,,	425
SHARES:		
50 Ordinary Shares of £1 each in London and Provincial Dairy Co. (Limited), fully paid; and 50 Preference ditto, ditto	,,	45
Six Tontine Shares of £100 each in Mutual Tontine Westminster Chambers Association (Limited), fully paid	,,	275
5,500 Fully-paid Preference Shares of £1 each, and 10,000 Fully-paid Ordinary Shares of £1 each, in Margate and Southend Kursaals (Limited); also 123 £8 per Cent. First Mortgage Debenture Bonds of £10 each in Brighton Dyke Steep-Grade Railway (Limited)	,,	2,600

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BENDIGO GOLFIELDS, LIMITED—Creditors in the United Kingdom are required, on or before July 1, and those residing in the Colonies on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch st

G. S. EWING & CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Bernardo Thomas Crew, 12, Wood st

GOLDEN DOVE MINING CO, LIMITED—By an order made by Wright, J, it was ordered that the voluntary winding up of the company be continued. Lumley & Lumley, 37, Conduit st, solors for petners

NEW CHUM GOLD MINES, LIMITED—Creditors residing in the United Kingdom are required, on or before July 1, and those residing in the Colonies on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch st

R. A. SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Alfred Edward Maidlow Davis, 1 and 2, Great Winchester st. Hubbard & Wheeler, 13 and 14, Abchurch lane, solors for liquidator

SOUTHERN NEW CHUM GOLD MINES, LIMITED—Creditors residing in the United Kingdom are required, on or before July 1, and those residing in the Colonies on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch st

STEVENSON'S FIRE LIGHTER MANUFACTURING CO OF SCOTLAND, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to William Henry Payne, 48, Gresham st

YORKSHIRE HOUSE-TO-HOUSE ELECTRICITY CO, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor Talbot, 1, Whitehall rd, Leeds. Nelson & Co, Leeds, solors for liquidator

London Gazette.—TUESDAY, May 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ATLAS METAL CO, LIMITED—Petn for winding up, presented May 10, directed to be heard on May 31. Indermaur & Brown, 22, Chancery lane, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 30

CENTRAL LONDON CONTRACT CORPORATION, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Alexander James Harrison Robertson, 20, Bucklersbury

DELTA SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to George Forbes, 2, Moorgate st bldgs

JOAN ROYD COAL CO, LIMITED—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to George Bennett Nancarrow, Royal Exchange, Middlesborough. Proud, Bishop Auckland, solor to liquidator

RECONSTRUCTION GUARANTEE CO, LIMITED—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to William Harris, 41, Moorgate st. Gruady & Co, solors to liquidator

SHROPSHIRE ELECTRIC LIGHT AND POWER CO, LIMITED—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Walter William Naunton, 9, The Square, Shrewsbury. Peele & Peele, Shrewsbury, solors for liquidator

WHITE HOUSE INVESTMENT CO, LIMITED—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Alfred Flower, 23, Bucklersbury. Jones & Co, Liverpool, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

GOOD SAMARITAN SICK SOCIETY, Carlton, Nottingham. May 10

HEREFORD FRIENDLY SOCIETY, Green Dragon Hotel, Hereford. May 10

MUSIC PUBLISHING SOCIETY, LIMITED, Liverpool. April 17

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, April 21.

ATKINSON, MAHALA, Pratt st, Camden Town April 29 Scott v Mitchell, Kekewich, J Beard & Sons, Basinghall st

London Gazette.—TUESDAY, April 25.

ANDERSON, JAMES, Newcastle upon Tyne, Wine Merchant May 30 Weatherley v Anderson, Stirling, J Dix & Co, Newcastle upon Tyne

KELCEY, FRANCIS FINN, Lyminge, Kent, Farmer May 29 Tyson v Kelcey, Kekewich, J Hallett & Co, Ashford

LEONARD, TOM KING, Colne, Brewer May 20 Wilson v Wilkinson, Registrar, Preston Withers, Blackburn

London Gazette.—FRIDAY, April 28.

COCKS, ROBERT, Somerleyton rd, Brixton, Gentleman May 31 Young v Cotton, North, J Woosnam & Smith, Chancery lane

London Gazette.—TUESDAY, May 2.

PRESSENGER, JOHN, Fann st, Publican June 1 Lefever v Pressinger, North, J Cubison, Cheapside

London Gazette.—FRIDAY, May 5.

WHITAKER, WILLIAM AUGUSTUS, Fairhaven, Torquay, Devon June 10 Whitaker v Palmer, North, J Palmer, St Paul's rd, Dorking

London Gazette.—TUESDAY, May 9.

JEREMIAH, SARAH ANN, Morriston, nr Swansea June 7 Lewis v Jeremiah, Kekewich, J Isaac, Swansea

TURNER, JOHN, Moss Side, nr Manchester, Estate Agent June 7 Harris v Jepson, Registrar, Manchester Lowndes, Manchester

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UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 2.

AZE, WILLIAM, Turville Heath, Bucks May 31 Hatt, Oxford

ATHERTON, JAMES WILLIAM, Aspull, nr Wigan, Grocer June 3 Wright & Appleton, Wigan

BALL, HANNAH, Surbiton, Surrey June 9 Withall & Co, Victoria st, Westminster

BATEMAN, DANIEL CONRADE, Sheffield, Wire Manufacturer's Manager May 31 Waddington & Firth, Cleckheaton

BELGRAVE, GEORGE, Brewer, Deal June 20 Hall, Folkestone

BERRY, Miss EMILY GRACE, Torquay May 31 Lindop, Torquay

BOOBBYER, JOSEPH HURST, Mitcham, Surrey June 1 Leslie & Hardy, Bedford row

BOOTH, SAMUEL, Knowle, Warwick July 26 Johnsons & Co, Birmingham

BREE, Right Rev. HERBERT, Lord Bishop of Barbados, Brighton June 10 Norris & Norris, Bedford row

COBLEY, JANE, Edgbaston July 26 Johnsons & Co, Birmingham

COLLISON, CATHERINE, Newcastle upon Tyne June 1 Arnott & Walker Newcastle upon Tyne

DENEUBISSE, CATHERINE, South Hampstead June 1 Janson & Co, Finsbury circus

DICKINSON, WILLIAM FRANCIS, Chorlton cum Hardy, Lancs, Traveller June 20 Tucker & Co, Manchester

DUNCAN, THOMAS, Plasnewydd Dyffryn, nr Neath, Farm Bailiff May 8 Cuthbertson & Powell, Neath

DUNNE, Dame MARY, Wetheral, Cumberland May 28 S G & G F Saul, Carlisle

EDSFORTH, RICHARD PENTHEY, Salford, Lancs, Electrical Engineer June 1 Hixson & Son, Manchester

EVERARD, AMBROSE, Weston under Penyard, Hereford June 1 Thorpe, Ross

FALLOWS, FRANCIS, Brockley June 15 Bowerman & Forward, Gray's inn sq

FORSTER, JOHN, Oriental Club, Hanover sq June 20 Harwood & Stephenson, Lombard st

FRANKS, JOHN BERNARD, Perth, West Australia May 13 Franks, Pancras lane

GEORGE, GEORGE, Griffithstown, nr Newport, Mon June 5 Thomas, Aberdare

GIBB, ANNE TURNBULL, Blackheath May 30 Horne & Birkett, Lincoln's inn fields

GREENWOOD, EDWARD, Cranleigh, Surrey June 1 Tyrrell & Son, Raymond bldgs, Gray's inn

HALL, CHARLES THOMAS, Osmington, Dorset June 3 Coombs & Son, Dorchester

HAMBLETON, SAMUEL, Leek, Staffs June 1 Challinors & Shaw, Leek

HANNAN, RICHARD, Langley Moor, nr Durham May 26 Chambers, Durham

HARRISON, JOSEPH, Hereford June 1 Sheard & Breach, Clement's inn

HOWARD, ROBERT, Huntingdon June 24 Margetts, Huntingdon

HULME, ALFRED, Paterson, New Jersey, U S A, Silk Manufacturer June 30 Taylor, Macclesfield

HUNKIN, THOMAS, Truro June 10 Wild & Wild, Lawrence ln

HUNWICK, SAMUEL, Brighton, Upholsterer June 1 Langfield, Brighton

HUSBAND, RICHARD, Pendleton, Lancs June 24 J & E Whitworth, Manchester

JOHNSON, WILLIAM INCHBALD, Aldwark Bridge, York, Seed Merchant June 15 Kirby & Son, Harrogate

KEANE, PETER BATLEY, Bootle, Lancaster, Licensed Victualler June 3 Miller & Co, Liverpool

KNOWLES, JOHN, Northenden, Chester, Farmer May 31 Knowles, Hyde

LEE, GEORGE THOMAS, Littleport, Isle of Ely, Baker May 31 Hall, Ely

LEITH, ALEXANDER, Cleveland row, St James May 31 Lee & Pembertons, Lincoln's inn fields

LINDNER, MAXIMILIAN, Edgbaston, Birmingham, Merchant July 26 Johnsons & Co, Birmingham

MALLESON, GEORGE BRUCE, Kensington June 15 Dale & Co, Cornhill

MARCHANT, JAMES, Hartfield, Sussex June 23 Pearless & Sons, East Grinstead

MARTIN, FRANCES, Huddersfield, York June 1 Hopwood, Wigan

MITCHELL, MARY ROSA, West Kensington May 30 Harwood, Cannon st

MOSSOP, JANE, Liverpool June 14 Rodway & Co, Liverpool

OLIVER, WILLIAM, Old Leake, Lincoln, Farmer May 22 Snaith, Boston

PERT, HENRY, Manchester, Cork Merchant June 24 A & G W Fox, Manchester

READING, GEORGE, Southsea, Hants, Painter June 15 Franckeiss, Southsea

RICHARDSON, MARTHA ANN, Old Leake, Lincoln May 22 Snaith, Boston

ROBINSON, GEORGE, Blaxton, York, Farmer May 20 Walker, Dewsbury

RUSH, EDWARD FALLON, Hampstead June 1 Fladgate & Co, Craig's ct, Charing Cross

SEFTON, Right Hon CECIL EMILY Countess of, Lennox gdns June 24 Gedge & Co, Great George st

SEVESTRE, JULIA, Tufnell Park July 3 Byrne, Surrey st, Strand

SHEPHERD, JOHN WILLIAM, Wisbech Saint Peter, Cambridge June 1 Treasure, Gloucester

SHORTHOUSE, JOHN, Bradley, Stafford, Metal Dealer May 23 Stockdale, Wednesbury

SKILLINGS, ELISHA, Sunderland, House Furnisher May 22 Walker, Sunderland

SMITH, JAMES, Brixton June 24 Sismey & Sismey, Serjeant's inn, Fleet st

SMITH, ROBERT, Hulme, Manchester, Cabinet Maker June 3 Mossman, Hulme

STUBBINGS, JOSHUA, Upper Clapton June 1 Baker & Nairne, Crosby sq

SWINYARD, HENRY, Hythe, Kent May 29 G & G S Wilks, Hythe

TAYLOR, WILLIAM, Stapleford, Lincoln, Farmer May 31 Larken & Co, Newark on Trent

THOMSON, THOMAS DICKINSON, Willesden May 31 Edwards & Son, Moorgate st

TINSLEY, JAMES, Leigh, Lancs, Watchmaker May 31 Dootson Leigh

VENABLES, JANE, Rock, Worcester May 31 Marcy & Co, Bewdley

WALMSLEY, ELIZABETH, Leigh, Lancs May 31 Dootson, Leigh

WALMSLEY, JOHN, Leigh, Lancs May 31 Dootson, Leigh

WARLTIRE, JOSEPH, Willenhall May 5 Baxter, Willenhall

WRIGHT, FRANCES, Ilford, Essex June 27 Tyler, Ilford

London Gazette.—FRIDAY, May 5.

ABRAHAM, JOHN, Northfield, Worcester June 16 Beale & Co, Birmingham

ALLEN, MARY ANN, Broadstairs, Kent June 16 Micklem & Hollingworth, Gresham st

AMERY, WILLIAM, Bovey Tracey, Devon, Yeoman June 16 Baker & Co, Newton Abbot

BANCROFT, ALFRED, Halifax, Plasterer June 7 Barstow & Midgley, Halifax

BAUMANN, CHARLES EDGAR, Queen's gate June 5 Forbes, Queen st

BAXTER, SAMUEL, Birtley, Durham, Carter June 7 Carpenter, Durham

BATHURST, Rev LANCELOT CAPEL, Eastbourne June 1 Geare & Pease, Lincoln's inn fields

BEACH, SARAH, Paddington June 14 Stephens & Son, Orchard st, Portman sq

BEECROFT, WILLIAM, Bradford June 3 Freeman, Bradford

BINSENSTEIN, ALBERT, Paris June 1 Nokes & Daniell, Basinghall st

BLEASE, SARAH ANN, Newton, Chester May 16 Hervey & Co, Hyde

BROOK, JOHN GOODALL, Harrogate June 2 Wooler & Co, Leeds

BROWNBILL, HANNAH, St Helen's, Lancs June 16 Ansdell & Eccles, St Helen's

BRYSON, THOMAS, Sunderland, Innkeeper May 30 Dixon & Co, Sunderland

CARLESS, EDWARD NICOLLS, Devizes, Wilts, Physician June 3 Jackson & Jackson, Devizes

COWPER, FREDERICK, Penrith June 10 Stoneham & Sons, Fenchurch st

DAVIDSON, WILLIAM, Liverpool, Shipwright May 31 Wilson & Co, Liverpool

EASTWOOD, ABRAHAM, Heywood, Lancs, Cotton Waste Dealer June 17 W & J Cooper, Preston

FERNIE, ELIZABETH CHESTER, Reading June 23 Warren & Co, Bloomsbury sq

FINCH, CHARLES, Hounslow June 22 Peake, Clement's inn

FIRTH, JOHN WILLIAM, Bradford, Aerated Water Manufacturer June 1 Freeman, Bradford

GOODWIN, HARRY THOMAS, Greenwich June 12 Dowson & Co, Surrey st

GRAY, ELLEN AUGUSTA, Esher, Surrey June 1 Beachcroft & Co, Theobald's rd

GRAHAM, JOSEPH, Maida vale June 16 Hughes & Co, Budge row

GRAVENOR, ELIZABETH, Stratford June 14 Pearce & Sons, Giltspur st

HALL, WILLIAM THOMAS, Rugby, Road Contractor July 1 Wright & Son, Leicester

HARE, CHARLES JOHN, MD, FRCP, Manchester sq May 26 Neale, Poultry

HAYCOCK, CHARLES FREDERICK, Love ln, Wood st, Warehouseman June 14 Mason & Co, Gresham st

HOLLAND, RACHAEL, Eckington, Derby May 27 Jones, Eckington, nr Sheffield

HOLLINWORTH, FRANCIS JOHN EYTON, Sidcup, Kent June 5 Hewitt & Urquhart, Leadenhall st

HUTCHINS, FREDERICK LEIGH, Birchin ln, Solicitor June 8 Foss & Co, Fenchurch st

INGLEDEW, JAMES HENRY, Tynemouth, Solicitor June 30 Ingledew & Fenwick, Newcastle on Tyne

JENNINGS, ELIZABETH, Scarborough June 6 Holtby & Procter, York

KEY, DANIEL, Croydon June 1 Rowland & Hutchinson, Croydon

KIDDELL, JOHN DAWSON, Mark lane June 5 Gamlen & Co, Gray's inn sq

LEIVERS, EMANUEL, East Kirby, Nottingham, Grocer June 6 Rorke & Jackson, Nottingham

MOIR, CHARLES PHILIP, Coleman st, Advertising Agent June 5 Miles, Theobald's rd

MORGAN, Mrs MARGARET, Gunnersbury June 19 Wyatt, Brixton hill

MORRIS, MARY ANN, Northampton July 1 Wright, Leicester

MURRAY, HENRY, St Cuthbert's Without, Cumberland, Farmer June 5 Sewell, Carlisle

OBICINI, FREDERICK PETER, Beckenham, Kent June 3 Tathams & Pym, Frederick's pl, Old Jewry

PILLEY, SAMUEL, Boston, Lincs, Chemist June 22 Pilley, Bedford row

PUGH, SUSAN, Tunbridge Wells June 24 Cripps & Co, Tunbridge Wells

RAGGE, EMILY HENRIETTA, Upper Norwood June 10 Taylor, Lincoln's inn fields

READ, JAMES CHARLES, Lower Clapton July 30 Read, New Bridge st

RUDGE, EDWARD DROSIER, Fakenham, Norfolk, Doctor June 5 Cates & Co, Fakenham

SCOTT, MARY, Acton June 3 Arnould & Son, New ct, Lincoln's inn

SMITH, JAMES MILNE, Boston, USA, Merchant June 5 Hewitt & Urquhart, Leadenhall st

SWAIN, CHARLES FREDERICK, Leverton, Lincoln, Farmer June 1 Waite & Co, Boston

THOMAS, ALICE, Birmingham June 5 Ellis, Birmingham

TWEED, Rev JOSEPH BARTHOP, Hove, Sussex June 10 Grover & Co, King's Bench walk

WALKER, Rev FRANCIS ROBERT, Wherwell, Hants June 13 Booty & Bayliffe, Raymond bldgs, Gray's inn

WEBB, WILLIAM FREDERICK, Newstead Abbey, Nottingham July 1 Lawrence & Co, New sq, Lincoln's inn

WILSON, MATTHEW, Liverpool, Ironmonger June 1 Bartley & Bird, Liverpool

WOOD, ROBERT PHILIP, Maghull, nr Liverpool, JP June 5 Laces & Co, Liverpool

London Gazette.—TUESDAY, May 9.

ANDREWS, ELIZA, Upper Holloway Aug 1 Prestons, Stratford

ASHTON, ARTHUR, Liverpool, Stockbroker June 19 Payne & Frodsham, Liverpool

BAXTER, HERBERT CARLTON, Skibbereen, Cork June 20 Laurence & Co, Lincoln's inn fields

BENSON, JONATHAN, Leeds May 17 Blacklock, Leeds
BROWNING, ANNA, Islington June 19 Harston & Bennett, Bishopsgate st Within
BURDAKIN, REBECCA, Cambridge June 10 Smart, Cambridge
BURNELL, GEORGE, Leeds, Builder June 17 Harland & Ingham, Leeds
BUTTERWORTH, EZRA, Stansfield, nr Eastwood, York, Contractor May 20 Sager, Todmorden
CHEVIS, GEORGE, Althorp, Northampton, Coachman June 30 Jackson, Outer Temple Strand
CHRISP, Mrs EMILY, Alnwick June 13 Hindmarsh, Alnwick
CRANE, HENRY, Finchley June 24 Wilkinson & Co, Bedford st
CRAVEN, THOMAS, Dinckley, Lancs, Farmer May 20 Leeming, Blackburn
CROCKER, JOHN THOMAS, Westerham, Kent, Licensed Victualler June 5 Gregory, King's Bench walk
DANCER, WILLIAM, Oxford June 30 Galpin, Oxford
DAVIDGE, WILLIAM, Sutton Coldfield, Warwick, Provision Merchant July 12 Rabnett, Birmingham
DAVIS, SARAH, Florence, Italy June 12 Jessop, Queen Victoria st
ELAND, GEORGE FRANCIS, Trafalgar sq June 5 Fishers, Essex st, Strand
FISHER, JULIA, Finchley rd July 5 Emanuel & Simmonds, Finsbury circus
FLEMMING, EMMA LUCY, Westbourne park June 10 Horsley & Weightman, Guildhall chmbrs
GIFFORD, CLARA, Over, Cambridge July 8 Reep & Co, Great St Thomas Apostle
HARVEY, JAMES, Redcross st Aug 10 East, Basinghall st
HEYWOOD, SAMUEL, Stalybridge, Mechanic June 8 Simister, Stalybridge
HINDES, HENRY, Norwich, Rope Manufacturer June 15 Barnard & Cross, Norwich
HOOK, CHARLES, Uplands, nr Stroud, Gloucester, Builder June 15 Winterbotham & Sons, Stroud
HOUGHTON, ALICE, London fields, Hackney June 1 Long & Gardiner, Lincoln's inn fields
HOULDEN, SARAH ANN, and FRANK HOULDEN, Todmorden May 20 Sager, Todmorden
HYSLOP, WILLIAM, Croydon June 1 Rowland & Hutchinson, Croydon
IDDISON, ELIZABETH, Dishforth, York June 1 Wise & Son, Ripon
IDDISON, SARAH, Dishforth, York June 1 Wise & Son, Ripon
JEFFS, JAMES, Sedgley, Stafford May 31 Court, Wolverhampton
JONES, OWEN GLYNDWR, Oswestry, Salop June 17 Longueville & Co, Oswestry
MARTIN, GEORGE, Moseley June 16 Beale & Co, Birmingham
MAUNSELL, Mrs MATILDA ANNE FRANCES, Kettering, Northumberland May 31 Fishers, Essex st, Strand
MEEDS, FREDERICK, Manor Park, Essex June 5 Prestons, Stratford
MELVILLE, MARY, Southport May 31 Brown & Co, Southport
MOORE, MAURICE, Bristol June 30 Lawrence & Co, Bristol
NEWELL, THOMAS, St James's Palace, Pall Mall June 5 Fishers, Essex st, Strand
NEWICK, KATHERINE ANN, Bedminster, Bristol June 30 Tarr & Arkell, Bristol
OLLIVER, BERTRAND ROBERT CARR, Georgetown, Demerara, British Guiana June 6 Booth & Smee, Norfolk House, Victoria Embankment
OUTHWAITE, PHOEBE CUNLIFFE, Exeter June 24 Stamp & Co, Honiton
PACKHAM, JAMES, Barcombe, Sussex, Farmer July 14 Vinall, Lewes
PARKER, GEORGE, St Peter's, Thanet, Kent June 24 Piesse & Son, Old Jewry chmbrs
RIDSDALE, ELIZABETH, Batley, York June 14 Brearley, Batley
ROGERS-TILLSTONE, BENJAMIN TILLSTONE, Patcham July 7 Hughes & Masterman, New Broad st
SAGAR ANN ELIZA, Southport Sept 29 Withington & Co, Manchester
SALOMON, MAX GUSTAV, Port Elizabeth, Cape Colony June 30 Hollams & Co, Mincing la
SMITH, MARGARET, Sevenoaks, Kent June 5 Letchford, Mark la
SMITH, WILLIAM, Harrogate, Bootmaker May 26 Gilling, Harrogate
SOMERTON, GEORGE, Clifton Down, Bristol July 5 Gwynn & Masters, Bristol
STEVENS, JOHN, Zeals, Wilts June 12 Wilson & Son, Salisbury
TASSELL, MARY ANN, Ulcombe, Kent May 10 Hallett & Co, Ashford, Kent
TROUGHTON, JEANNETTE, Ramsgate June 24 Mercer & Whitehead, Ramsgate
TRUMAN, CATHERINE ANN, Nottingham June 10 Eking & Wyles, Nottingham
WESTWELL, WILLIAM, Ashton on Mersey, Chester, General Merchant July 1 Cobbett & Co, Manchester
WILLIAMS, WILLIAM, Gelligaer, Glam, Innkeeper July 1 Linton & Kenshole, Aberdare
WORRALL, ELIZA, Penketh, nr Warrington June 17 Davies & Co, Warrington

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 12.

RECEIVING ORDERS.

AMOS, HERBERT, York, Hatter York Pet May 9 Ord May 9
ATKINSON, CHARLES, Burleigh fields, Leeds, Coal Agent Leeds Pet May 8 Ord May 8
ATKINSON, GEORGE, Adswood, nr Stockport, Architect Stockport Pet May 8 Ord May 8
BARLOW, HARRY S, Kensington High Court Pet Feb 20 Ord May 9
COATES, ARCHIBALD, Manchester, Journeyman Clothlooker Manchester Pet May 10 Ord May 10
COULTHARD, FRANK, Regent st, Solicitor High Court Pet April 27 Ord May 9
CULLWICK, GEORGE HAMAR JONES, Tenby, Pembroke Pembroke Dock Pet April 18 Ord May 8
DARE, GILBERT, Awliscombe, Devon, Baker Exeter Pet May 8 Ord May 8
EVANS, FREDERICK WILLIAM, Middle Handley, nr Chesterfield, Blacksmith Chesterfield Pet May 9 Ord May 9
EVANS, J J, East Finchley High Court Pet April 5 Ord May 5
FEWELL, ROBERT JOHN, Thornton Heath, Surrey, Corn Dealer Croydon Pet April 20 Ord May 9
GABIN, FRANK, Montague st, Russell sq, Hotel Manager High Court Pet March 14 Ord May 5
GARSIDE, JOE, Brighouse, Yorks, Wholesale Confectioner Halifax Pet May 8 Ord May 8
GILL, CHARLES, Cathays, Cardiff, Painter Cardiff Pet May 9 Ord May 9
GROVER, THOMAS FEARNLEY, Croydon, Surrey Croydon Pet March 6 Ord April 19
HAINES, GEORGE, Ross, Surveyor Hereford Pet April 15 Ord May 8
HERMANN, CHARLES, Boscombe Poole Pet May 8 Ord May 8
HOUNSELL, EUSTACE ALFRED STRANGWAYS, Sidcup, Kent Chelmsford Pet May 8 Ord May 8
JONES, WILLIAM, Stores, Gyffin, nr Conway, Carnarvons, Grocer Bangor Pet May 10 Ord May 10
MATTHEWS, FREDERIC STUART, New Brompton, Kent, General Shop Keeper Rochester Pet May 8 Ord May 8
NEWMAN, CHARLES, and JOHN WILLIAM JAMES, Cathays, Cardiff, Builders Cardiff Pet May 6 Ord May 6
NORRIS, SAMUEL, New Cross High Court Pet May 6 Ord May 6
O'BRIEN, JOHN FRANCIS, Manchester, Inventor Manchester Pet April 18 Ord May 8
PEARSON, BENJAMIN, Northampton, Sock Manufacturer Northampton Pet May 8 Ord May 8
POLLITT, THOMAS, Barrow in Furness, Hatter Ulverston Pet May 10 Ord May 10
SAXTON, RALPH, Hyde, Chester, Hatter Ashton under Lyne Pet May 8 Ord May 8
SUTCLIFFE, GEORGE HENRY, Hunslet, Leeds, Confectioner Leeds Pet May 10 Ord May 10
THORNTON, JOSEPH, Old Kent rd, Brushmaker High Court Pet May 6 Ord May 6
TOULMIN, EDWARD HENRY, Wotton under Edge, Glos, Engineer Gloucester Pet May 8 Ord May 8
WHITWELL, THOMAS, Malton, Yorks, Joiner Scarborough Pet May 9 Ord May 9
WILSON, JAMES MICHAEL, Newcastle on Tyne, Builder Newcastle on Tyne Pet April 19 Ord May 8
WILSON, JOHN WILLIAM ROCHESTER, Leeds Leeds Pet May 8 Ord May 8
WISCOMBE, GEORGE, Upper Chute, Wilts Salisbury Pet May 6 Ord May 6

Amended notice substituted for that published in the London Gazette of April 28:

SMITH, EPHRAIM C, Oxford, Farmer Banbury Pet March 23 Ord Apr 28

Amended notice substituted for that published in the London Gazette of May 5:

ASLETT, WILLIAM EASTON, Birmingham, Grocer Birmingham Pet May 3 Ord May 3

Amended notice substituted for that published in the London Gazette of May 9:

KERRIDGE, DANIEL, jun, Hulme, Manchester, Boot Dealer Manchester Pet April 21 Ord May 5

RECEIVING ORDER RESCINDED.

PAY, FRANCIS, Markham terr, Chelsea, Baker High Court Rec Ord Feb 8 Resc April 19

FIRST MEETINGS.

ALLISON, WILFRED HENRY ANDREW, Lazonby, Cumberland May 19 at 11 Off Rec, 34, Fisher st, Carlisle
ATKINSON, CHARLES, Burley Fields, Leeds, Coal Agent May 19 at 11.30 Off Rec, 22, Park row, Leeds
BLACK, WILLIAM BEARDSALL, Bramley, Leeds, Butcher May 19 at 11 Off Rec, 22, Park row, Leeds
CLEGG, SAMUEL, Malton, Yorks, Draper May 19 at 3 Station Hotel, York
COULT, ERNEST HAROLD, Bexley Heath, Kent, Builder May 29 at 11.30 115, High st, Rochester
DAVIES, THOMAS, jun, Colwyn, Carnarvon, Grocer May 23 at 12.30 Ship Hotel, Bangor
EVANS, J J, East Finchley May 19 at 2.30 Bankruptcy bldgs, Carey st
GABIN, FRANK, Montague st, Russell sq, Hotel Manager May 19 at 12 Bankruptcy bldgs, Carey st
GARSIDE, JOE, Brighouse, Yorks, Wholesale Confectioner June 20 at 11 Off Rec, Town Hall chmbrs, Halifax
GROVER, THOMAS FEARNLEY, Croydon May 19 at 11.30 24, Railway app, London Bridge
HAROLD WHARTON & Co, Liverpool, Architects May 19 at 11 Bankruptcy bldgs, Carey st
HAWKINS, ALFRED, Luton, Bedford, Plait Salesman May 19 at 11.30 Off Rec, St Paul's sq, Bedford
HENRY EWALD & Co and HENRY EWALD, Bishopsgate st Without, Forwarding Agents May 19 at 12 Bankruptcy bldgs, Carey st
HICKLING, ALBEMARLE FITZROY, Lowestoft, Fruiterer May 20 at 1.30 Off Rec, 8, King st, Norwich
JOHNSTON, FRANCIS HENRY, Hastings, Clerk May 19 at 2.15 Young & Sons, Bank bldgs, Hastings
JONES, HENRY JEFFREY, Abergavenny, Mon, Solicitor May 19 at 12 135, High st, Merthyr Tydfil
MATTHEWS, FREDERIC STUART, New Brompton, Kent, General Shop Keeper May 29 at 12 115, High st, Rochester
MATTHEWS, WILLIAM, Treharris, Glam, Stoker May 19 at 3 135, High st, Merthyr Tydfil
NORRIS, SAMUEL, Erlanger rd, New Cross May 19 at 2.30 Bankruptcy bldgs, Carey st
SAXTON, RALPH, Hyde, Cheshire, Hatter May 19 at 2.30 Off Rec, Byrom st, Manchester
SCHIEFFER, J L, Southend on Sea, Builder May 19 at 3 Off Rec, 95, Temple chmbrs, Temple av
SIMKIN, WILLIAM HENRY, Chepstow, Mon, General Merchant May 24 at 11 117, St Mary st, Cardiff
SMITH, EPHRAIM C, Oxford, Farmer May 19 at 12 1, St Aldate's, Oxford
WEBB, EDWARD HENRY, Great Yarmouth, Baker May 20 at 12 Off Rec, 8, King st, Norwich
WILLIAMS, JOHN, and HUGH WILLIAMS, Gwalchmai, Anglesey, Grocers May 23 at 1.30 Ship Hotel, Bangor
WILSON, JOHN WILLIAM ROCHESTER, Leeds May 19 at 12 Off Rec, 22, Park row, Leeds
WOOD, WALTER, Upton on Severn, Licensed Victualler May 19 at 11 45, Copenhagen st, Worcester

Amended notice substituted for that published in the London Gazette of May 5:

WILSON, WILLIAM, Stockton on Tees, Railway Inspector May 17 at 3 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

AMOS, HERBERT, York, Hatter York Pet May 9 Ord May 9
ASLETT, WILLIAM EASTON, Birmingham, Grocer Birmingham Pet May 3 Ord May 8
ATKINSON, CHARLES, Burley Fields, Leeds, Coal Agent Leeds Pet May 8 Ord May 8
BARTON, EDWARD HARFIELD, and EDWARD HARFIELD BARTON, jun, Gracechurch st, Timber Merchants High Court Pet April 26 Ord May 9
BENNETT, JOSEPH, John st, Edgware rd, Builder High Court Pet April 18 Ord May 8
CLUBB, HERBERT EDWARD, Chesapside High Court Pet March 29 Ord May 9
DAVIS, FREDERICK WILLIAM, Queen Victoria st, Surveyor High Court Pet April 12 Ord May 8
DAWSON, OSWALD, Seacroft, nr Leeds Leeds Pet March 22 Ord May 8
DE PAULA, FREDERIC MORITZ ALPHONSE EELIX, Finsbury circus, Solicitor High Court Pet April 21 Ord May 9
EVANS, FREDERICK WILLIAM, Middle Handley, nr Chesterfield, Blacksmith Chesterfield Pet May 9 Ord May 9
FINCH, BENJAMIN GEORGE, High st, Kensington, Licensed Victualler High Court Pet April 18 Ord May 9
GARSIDE, JOE, Brighouse, Wholesale Confectioner Halifax Pet May 8 Ord May 8
GROVER, THOMAS FEARNLEY, Croydon Croydon Pet March 6 Ord April 28
HERMANN, CHARLES, Boscombe, Southampton Poole Pet May 8 Ord May 8
JONES, WILLIAM, Gyffin, nr Conway, Carnarvon, Grocer Bangor Pet May 10 Ord May 10
KERRIDGE, DANIEL, jun, Hulme, Manchester, Boot Dealer Manchester Pet April 21 Ord May 9
LION, GEORGE MAYER, Cricklewood, Wholesale Clothier High Court Pet April 24 Ord May 8
MAIDEN, MARY JANE, Walsall, Fruiterer Walsall Pet April 11 Ord May 9
MASTERS, WILLIAM GEORGE, Anerley, Surrey, Builder Croydon Pet May 5 Ord May 10
MATTHEWS, FREDERIC STUART, New Brompton, Kent, General Shop Keeper Rochester Pet May 8 Ord May 8
MAY, HENRY T, Honor Oak park, Surrey, Commission Agent High Court Pet March 17 Ord May 9
MENHINICK, CHARLES HENRY FOOTT, Plymouth, Chemist Plymouth Pet April 20 Ord May 9
NEWMAN, CHARLES, and JOHN WILLIAM JAMES, Cathays, Cardiff, Builders Cardiff Pet May 6 Ord May 6
NOLAN, JAMES, Liverpool, General Merchant Liverpool Pet April 5 Ord May 10
NORRIS, SAMUEL, Bermondsey High Court Pet May 6 Ord May 6
PEARSON, BENJAMIN, Northampton, Sock Manufacturer Northampton Pet May 8 Ord May 8
POLLITT, THOMAS, Barrow in Furness, Hatter Ulverston Pet May 10 Ord May 10
SAXTON, RALPH, Hyde, Chester, Hatter Ashton under Lyne Pet May 8 Ord May 8
SOUTHWARD, GEORGE COWARD, Nether Wasdale, Cumberland, Farmer Whitehaven Pet April 20 Ord May 9
SUTCLIFFE GEORGE HENRY, Hunslet, Leeds, Confectioner Leeds Pet May 10 Ord May 10
TOULMIN, EDWARD HENRY, Wotton under Edge, Glos, Engineer Gloucester Pet May 8 Ord May 8
WHITWELL, THOMAS, Malton, Yorks, Joiner Scarborough Pet May 9 Ord May 9
WILSON, JOHN WILLIAM ROCHESTER, Leeds Leeds Pet May 8 Ord May 8

London Gazette.—TUESDAY, May 16.

RECEIVING ORDERS.

BRACKENBURY, RICHARD TAYLOR, Leicester, Baker Leicester Pet May 10 Ord May 10
BRAGG, HERBERT WARRAN, Southend on Sea, Carpenter Chelmsford Pet May 11 Ord May 11
CARRY, JOHN, Moorgate st, Auctioneer High Court Pet April 7 Ord May 9

CUMMINS, MICHAEL JOSEPH, Peckham, Builder High Court Pet April 19 Ord May 11
CUSTANCE, JOHN EDWARD, Peterborough, Tailor Peterborough Pet May 2 Ord May 13
DENT, LAWRENCE GEORGE, Beverley, York, Grocer Kingston upon Hull Pet May 11 Ord May 11
DIXON, WILLIAM JOHN, Leicester, Wholesale Draper Leicester Pet May 11 Ord May 11
ELFORD, JOHN HEDLEY, Kingswear, Devon, Butcher Plymouth Pet May 13 Ord May 13
FALLON, JOHN, Tipton, Staffs, Labourer Dudley Pet May 11 Ord May 11
FOX, RICHARD, Hunslet, Leeds Leeds Pet May 11 Ord May 11
GRIFFITH, THOMAS ROBERT, Llanrug, Carnarvons, Licensed Victualler Bangor Pet May 11 Ord May 11
GULLICK, A J, Haggerston, Leather Manufacturer High Court Pet April 25 Ord May 12
HAGGER, NORRIS, Bath, Licensed Victualler Bath Pet May 13 Ord May 13
HOWARD, GEORGE, Farringdon rd, Lamp Manufacturer High Court Pet April 25 Ord May 12
HURLEY, ALFRED, Adam st, Strand High Court Pet April 22 Ord May 12
JOPSON, MARY, Silloth, Cumberland, Grocer Carlisle Pet May 13 Ord May 13
KITT, SAMUEL CHARLES, Plymouth, Basket Manufacturer Plymouth Pet May 11 Ord May 11
LATHAM, ALFRED GEORGE, West Bromwich, Miner Birmingham Pet May 11 Ord May 11
LAWLEY, JOHN, Aston on Clun, Salop, Blacksmith Leominster Pet May 11 Ord May 11
LOCKWOOD, FRED, Huddersfield, Railway Signalman Huddersfield Pet May 8 Ord May 8
LOVELL, C J, Thurloxton, Somersets, Oil Dealer Bridgwater Pet April 25 Ord May 12
LOVETT, WILLIAM CREED, East Dereham, Norfolk, Merchant Norwich Pet May 11 Ord May 11
MARRIOTT, JESSE, March, Cambridges Pet May 11 Ord May 11
MILLS, WILLIAM, Ipswich, Yeast Merchant Ipswich Ord May 12
MOORE, GEORGE, Cowley, Oxford Oxford Pet May 12 Ord May 12
PARRY, JOHN, Penygroes, Carnarvons, Shoemaker Bangor Pet May 13 Ord May 13
PELL, WILLIAM JOHN, West Norwood, Builder High Court Pet May 11 Ord May 11
ROBERTS, GEORGE, Clayton, nr Manchester, Dyer Manchester Pet May 12 Ord May 12
ROBINS, THOMAS, Madley, Herefords, Blacksmith Hereford Pet May 11 Ord May 11
SAUNDERS, JOHN, New Brompton, Kent, Builder Rochester Pet April 26 Ord May 11
SCHIEFER, JOHN LEWIS, Southend on Sea, Builder Chelmsford Pet April 15 Ord May 3
SCOTT, THOMAS HENRY, Halifax, Rope Manufacturer Halifax Pet May 13 Ord May 13
SKELTON, THOMAS, Hunmanby, Yorks, Tailor Scarborough Pet May 13 Ord May 13
SLOCOMBE, RICHARD, Camelford, Cornwall, Boot Maker Truro Pet May 13 Ord May 13
STOCKLEY, WILLIAM GEORGE, Wareham, Dorset, Boot Dealer Poole Pet May 11 Ord May 11
TAYLOR, JOHN JOSHUA, ARTHUR TAYLOR, and WILLIAM TAYLOR, Carlinghow, Batley, Shoddy Manufacturers Dewsbury Pet May 1 Ord May 11
THACKRAY, JOSEPH, Bradford, Wool Merchant Bradford Pet May 10 Ord May 10
TRAVERS, WALTER BENWARD, West Kirby, Chester, Provision Broker Liverpool Pet May 13 Ord May 13
TURNER, WILLIAM, Bilston, Staffs, Potter Wolverhampton Pet May 11 Ord May 11
WAKELY, WALTER, Bristol, Wholesale Stationer Bristol Pet May 13 Ord May 13
WHITE, ALFRED WHYMAN, Upper Holloway, Solicitor's Clerk High Court Pet May 12 Ord May 12
WISE, HENRY, Kingston upon Hull Kingston upon Hull Pet May 11 Ord May 11
Amended notice substituted for that published in the London Gazette of March 28:
FOY, FREDERICK ARTHUR, High st, Hampton Hill, Draper Kingston, Surrey Pet March 8 Ord March 28
Amended notice substituted for that published in the London Gazette of May 2:
TEALE, ERNEST JOHN WILKINS, Edgbaston, Works Manager Birmingham Pet April 7 Ord April 28
Amended notice substituted for that published in the London Gazette of May 9:
SCHIEFER, JOHN LEWIS, Southend on Sea, Builder Chelmsford Pet April 15 Ord May 3

FIRST MEETINGS.

ANGE, HERBERT, York, Hatter May 24 at 12.15 Off Rec, 28, Stonegate, York
ASLETT, WILLIAM EASTON, Birmingham, Grocer May 26 at 11 174, Corporation st, Birmingham
BAKER, FREDERICK JOSEPH, and JOHN ANDREW KELLY, Newport, Mon May 25 at 11 Off Rec, Westgate chmbrs, Newport, Mon
BARLOW, HARRY S, Kensington May 24 at 12 Bankruptcy bldgs, Carey st
BRACKENBURY, RICHARD TAYLOR, Leicester, Baker May 30 at 12.30 Off Rec, 1, Berridge st, Leicester
CAREY, JOHN, Moorgate st, Auctioneer May 25 at 2.30 Bankruptcy bldgs, Carey st
CARR, THOMAS HENRY, Leicester, Dealer in Plate May 29 at 12.30 Off Rec, 1, Berridge st, Leicester
COATES, ARCHIBALD, Manchester, Clothlooker May 31 at 2.30 Off Rec, Byrom st, Manchester
COATES, CHARLES EDWARD, Sunderland, Furniture Dealer May 24 at 3 Off Rec, 25, John st, Sunderland
COULTHARD, FRANK, Regent st, Solicitor May 24 at 2.30 Bankruptcy bldgs, Carey st
CUMMINS, MICHAEL JOSEPH, Peckham, Builder May 25 at 12 Bankruptcy bldgs, Carey st
DART, GILBERT, Awliscombe, Devons, Baker May 31 at 11 Off Rec, 13, Bedford circus, Exeter
DIXON, WILLIAM JOHN, Leicester, Wholesale Draper May 26 at 3 Off Rec, 1, Berridge st, Leicester
FEWELL, ROBERT JOHN, Thornton Heath, Surrey, Corn Dealer May 26 at 3.30 24, Railway app, London bridge
FORDHAM, JOHN DANIEL, East Molesey, Surrey, Builder's Foreman May 24 at 11.30 24, Railway app, London bridge
FORESTER, GEORGE, Chester, Builder May 23 at 3 Crypt chmbrs, Eastgate row, Chester
GILL, CHARLES, Cathays, Cardiff, Painter May 29 at 11 117, St Mary st, Cardiff
GUEST, WILLIAM, Hoyland Nether, Yorks, Butcher May 26 at 10.15 Off Rec, Regent st, Barnsley
GULLICK, A J, Haggerston, Leather Manufacturer May 25 at 12 Bankruptcy bldgs, Carey st
HARRISON, THOMAS HENRY, Bruntcliffe, Yorks, Blacksmith May 25 at 3 Off Rec, Bank chmbrs, Batley
HARRISON, WILLIAM, Gt Grimsby, Coal Dealer May 25 at 11 Off Rec, 15, Osborne st, Gt Grimsby
HIBBERD, JOB, Branksome, Dorsets, Brick Manufacturer May 24 at 12.30 Off Rec, Endless st, Salisbury
HINDLE, ROBERT SOLOMON, Ilford, Essex, Builder May 24 at 3 Off Rec, 95, Temple chmbrs, Temple av
HOLDEN, JOHN, Brierfield, Lancs, Stoneman June 2 at 12.30 Exchange Hotel, Nicholas st, Burnley
HOWARD, GEORGE, Farringdon rd, Lamp Manufacturer May 25 at 2.30 Bankruptcy bldgs, Carey st
HURLEY, ALFRED, Adam st, Strand May 25 at 11 Bankruptcy bldgs, Carey st
JONES, THOMAS, Treherbert, Glam Grocer May 23 at 12 135, High st, Merthyr Tydfil
KITT, SAMUEL CHARLES, Plymouth, Basket Manufacturer May 23 at 11 6, Athenæum ter, Plymouth
MASTERS, WILLIAM GEORGE, Anerley, Surrey, Builder May 25 at 11.30 24, Railway app, London bridge
MAYGER, LEWIS FREDERICK, Hornsey, Licensed Victualler May 25 at 3 Off Rec, 95, Temple chmbrs, Temple av
NEWMAN, CHARLES, and JOHN WILLIAM JAMES, Cathays, Cardiff, Builders May 30 at 3 117, St Mary st, Cardiff
PAGE, FRANK, Maidenhead, Berks, Auctioneer May 24 at 12 Bankruptcy bldgs, Carey st
PEARCE, HENRY, Bedford pl, Russell sq May 25 at 2.30 Bankruptcy bldgs, Carey st
ROBINSON, WILLIAM, Kingston upon Hull, Grocer May 25 at 11 Off Rec, Trinity House ln, Hull
SOUTHWARD, GEORGE COWARD, Nether Wasdale, Cumberland, Farmer May 31 at 11.15 County Court house, Whitehaven
TEALE, ERNEST JOHN WILKINS, Edgbaston, Works Manager May 25 at 11 174, Corporation st, Birmingham
TEALE, RICHARD WILKINS, Small Heath, Warwicks, Manufacturer May 25 at 11.15 174, Corporation st, Birmingham
THACKRAY, JOSEPH, Bradford, Wool Merchant May 26 at 11 Off Rec, 31, Manor row, Bradford
THOMAS, ALFRED, Warboys, Hunts, Saddler June 16 at 11.45 Law Courts, New rd, Peterborough
TRAVIS, JOHN THOMAS, Bredbury, Cheshire May 31 at 3 Off Rec, Byrom st, Manchester
WATTS, CARDER, Chittlehampton, Devon, Builder May 23 at 1.15 Sanders & Son, High st, Barnstaple
WESTMACOTT, GEORGE FREDERICK, King William st, Solicitor May 24 at 2.30 Bankruptcy bldgs, Carey st
WILLIAMS, JOSEPH, Rhyl, Flint, Ironmonger May 23 at 4 Crypt chmbrs, Eastgate row, Chester

ADJUDICATIONS.

BRACKENBURY, RICHARD TAYLOR, Leicester, Baker Leicester Pet May 10 Ord May 10
BRAGG, HERBERT WARREN, Southend on Sea, Carpenter Chelmsford Pet May 11 Ord May 11
COATES, ARCHIBALD, Manchester, Journeyman Clothlooker Manchester Pet May 10 Ord May 11
COOKSEY, BENJAMIN, Coleman st, Licensed Victualler High Court Pet March 24 Ord May 15
COULTHARD, FRANK, Regent st, Solicitor High Court Pet April 27 Ord May 12
COX, WILLIAM, Bedminster, Bristol, Hardware Dealer Bristol Pet April 17 Ord May 12
DENT, LAWRENCE GEORGE, Beverley, York, Grocer Kingston upon Hull Pet May 11 Ord May 11
DUNKIN, FREDERICK GEORGE, Coldharbour lane, Brixton, Licensed Victualler High Court Pet April 14 Ord May 11
ELFORD, JOHN HEDLEY, Kingswear, Devon, Butcher Plymouth Pet May 13 Ord May 13
FALLON, JOHN, Tipton, Staffs, Labourer Dudley Pet May 11 Ord May 11
FORDHAM, JOHN DANIEL, East Molesey, Surrey, Builder's Foreman Kingston, Surrey Pet May 4 Ord May 11
FOX, RICHARD, Hunslet, Leeds Leeds Pet May 11 Ord May 11
GARDNER, HENRY, High rd, Willesden Green, Butcher Brighton Pet March 22 Ord May 11
GARIN, FRANK LOUIS, Montague st, Russell sq, Hotel Manager High Court Pet March 14 Ord May 12
GILL, CHARLES, Cathays, Cardiff, Painter Cardiff Pet May 9 Ord May 10
GRIFFITH, THOMAS ROBERT, Llanrug, Carnarvons, Licensed Victualler Bangor Pet May 11 Ord May 11
HINTON, CHARLES, Borough High st, Travelling Bag Manufacturer High Court Pet April 22 Ord May 12
HOUSSELL, EUSTACE ALFRED STRANGWAYS, Sidcup, Kent Chelmsford Pet May 8 Ord May 13
HURST, HENRY ROBERT, Shipley, Sussex, Farmer Brighton Pet April 29 Ord May 13
JONES, HARRY LEWIS, Llandyssul, Carmarthens, Grocer Carmarthen Pet March 27 Ord May 4
JOPSON, MARY, Silloth, Cumberland, Grocer Carlisle Pet May 13 Ord May 13
KITT, SAMUEL CHARLES, Plymouth, Basket Manufacturer Plymouth Pet May 11 Ord May 11
LAWLEY, JOHN, Aston on Clun, Salop, Blacksmith Leominster Pet May 11 Ord May 11
LAWRENCE, THOMAS, Horsforth, York, Builder Leeds Pet March 28 Ord May 12
LOCKETT, WILLIAM, Manchester, Packing Case Maker Manchester Pet April 29 Ord May 13
LOCKWOOD, FRED, Huddersfield, Railway Signalman Huddersfield Pet May 8 Ord May 8
LOVETT, WILLIAM CREED, East Dereham, Norfolk, Merchant Norwich Pet May 11 Ord May 11
MARRIOTT, JESSE, March, Cambridges Peterborough Pet May 11 Ord May 11
PARRY, JOHN, Penygroes, Carnarvons, Shoemaker Bangor Pet May 13 Ord May 13
PELL, WILLIAM JOHN, West Norwood, Builder High Court Pet May 11 Ord May 11
ROBERTS, GEORGE, Manchester, Dyer Manchester Pet May 12 Ord May 12
ROBINS, THOMAS, Madley, Herefords, Blacksmith Hereford Pet May 11 Ord May 11
SAUNDERS, JOHN, New Brompton, Kent, Builder Rochester Pet April 26 Ord May 11
SCHIEFER, JOHN LEWIS, Southend on Sea, Builder Chelmsford Pet April 15 Ord May 11
SCOTT, THOMAS HENRY, Halifax, Rope Manufacturer Halifax Pet May 13 Ord May 13
SKELTON, THOMAS, Hunmanby, Yorks, Tailor Scarborough Pet May 13 Ord May 13
SLOCOMBE, RICHARD, Camelford, Cornwall, Boot Maker Truro Pet May 13 Ord May 13
SMITH, EPHRAIM C, Oxford, Farmer Banbury Pet March 23 Ord May 11
TEALE, ERNEST JOHN WILKINS, Edgbaston, Works Manager Birmingham Pet April 7 Ord May 13
TEALE, RICHARD WILKINS, Small Heath, Warwicks, Manufacturer Birmingham Pet April 7 Ord May 13
THACKRAY, JOSEPH, Bradford, Wool Merchant Bradford Pet May 10 Ord May 10
TURNER, WILLIAM, Bilston, Potter Wolverhampton Pet May 11 Ord May 11
WHITE, ALFRED WHYMAN, Upper Holloway, Solicitor's Clerk High Court Pet May 12 Ord May 12
WILLIAMS, DAVID FOXTON, Savoy st, Strand, Commission Agent High Court Pet March 8 Ord May 11
WILSON, JAMES MICHAEL, Newcastle on Tyne, Builder Newcastle on Tyne Pet April 19 Ord May 12
WISE, HENRY, Kingston upon Hull Kingston upon Hull Pet May 11 Ord May 11
Amended notice substituted for that published in the London Gazette of April 21:
FOY, FREDERICK ARTHUR, Hampton Hill, Draper Kingston, Surrey Pet March 8 Ord April 14

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.